

41

CAUSE NO. PH0777

STATE OF TEXAS

MUNICIPAL COURT OF RECORD

vs.

IN THE CITY OF TEXAS CITY, TEXAS

TERRACES SYNDICATE, LLC  
*Defendant*

GALVESTON COUNTY, TEXAS

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**AGREED ORDER OF ABATEMENT**

BE IT REMEMBERED that on this 25th day of April 2025, the above numbered Petition for Abatement and Removal of a Public Nuisance came to be heard pursuant to TEX. LOCAL GOV'T CODE CH. 214 and the City of Texas City's Code of Ordinances, § 150.033 – Minimum Standards Substandard Building.

The STATE OF TEXAS on behalf of the City of Texas City, Texas, appeared by and through counsel of record and announced ready for trial; Defendant TERRACES SYNDICATE, LLC appeared in person and announced ready for trial. The case was submitted to the Court upon agreement of the parties and upon the representation that the State of Texas, on behalf of the City of Texas City, Texas, and the Defendant have agreed to submit a judgment in favor of the State of Texas on behalf of the City of Texas City, Texas. Upon the representation of counsel for the State of Texas on behalf of the City of Texas City, Texas and the representation of the Defendant indicated by the signature(s) below, the Court is of the opinion that the State of Texas on behalf of the City of Texas City, Texas is entitled to judgment against Defendant. The City and Defendant stipulate and agree as follows:

- 1. This Court is the municipal court of record for the City of Texas City, Texas

("City"). The City established this Court effective December 18, 2013, pursuant to TEX. GOV'T CODE § 30.00003(a). This Court has jurisdiction over this matter pursuant to TEX. GOV'T CODE, § 30.00005 and the City's Ordinances, Title III: Administration, Chapter 33; Courts; Jurisdiction, § 33.02(D).

2. In this proceeding, the State, on behalf of the City, sought the enforcement of its ordinances, including the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; § 150.033, Minimum Standards Substandard Building.

3. Proper notice of this proceeding was given to TERRACES SYNDICATE, LLC (herein "Defendant") pursuant to TEX. LOCAL GOV'T CODE § 214.001(b)(2) and the City's Ordinances, Title XV: Land Usage, Chapter 150; Building Regulations; Construction, Presumption of Notice, § 150.021(A)(2).

4. Defendant was notified in writing that structures located on the real properties it/he/she owned were Substandard Structures as defined by the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033. The real property is legally described as:

ABST 167 D RICHARDSON SUR TR 6 & 7 10.2816 ACRS, Texas City, Galveston County, Texas and commonly known as 2602 21<sup>st</sup> Street North, Texas City, Texas 77590 (GCAD Acct. No. 210379) referring to Building 11 ("Real Property")

5. Defendant was the owner of the Real Property on February 13, 2025, and remains the owner as of the date of the entry of this Agreed Order of Abatement ("Agreed Order").

6. The substandard findings were based on physical inspections of the Real Property performed by Inspector/Code Enforcement Officer(s)/Official(s) for the City. Written notice of the substandard findings was provided to Defendant on or about February 13, 2025.

7. The Defendant stipulates and agrees that the buildings and structures located on the

Real Property are Substandard Buildings as defined by the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033(A).

8. The Defendant further stipulates and agrees that the abatement of the Real Property is required pursuant to the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033(B) and that such abatement is reasonable and in the best interest of the public health, safety and welfare.

9. The Defendant did not submit evidence that the work required to abate the Real Property at the hearing pursuant to TEX. LOCAL GOV'T CODE § 214.001(j)(1) demonstrated that more than ninety (90) days was required to abate the Real Property.

THEREFORE, it is AGREED by Defendant and the State that Defendant shall have no more than ninety (90) days from the entry of this Order to submit to obtain all necessary/applicable permit(s) to abate the structure(s) located on the Real Property bringing the structures into full compliance with applicable building code(s) of the City of Texas, Texas and complete all repairs and/or construction to bring the structure(s) located on the Real Property and to obtain the requisite certificate of occupancy. It is,

FURTHER AGREED by the Defendant and the State that Defendant fails to fulfill all of its obligations under the terms of the Agreed Order of Abatement at any time after ninety (90) days from the entry of this Order, the City without any further notice to the Defendant may enter structures located on the Real Property to perform and/or take the specific conduct necessary to abate the Real Property and demolish the structure(s), clean and grade the lot and dispose of any debris, etc. including any personal property which remains on the Real Property.

The City reserves its right to place a lien on the Real Property as authorized by TEX. LOCAL GOV'T CODE § 214.001(n) for any cost(s) incurred in the abatement and to recover the cost(s) of

abatement from the subsequent sale or foreclosure of the Real Property.

As a result of the entry of this Agreed Order of Abatement, Defendant hereby releases and forever discharges and hold harmless the City and its staff, officers, agents, servants, employees, successors, and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the execution and implementation of this Agreed Order and/or the abatement of the Real Property including but not limited to the release any of claim(s) of any violation of substantive or procedural due process rights or taking(s) claims under State or Federal law.

Defendant further expressly warrants and represents to the City before executing this instrument Defendant has been fully informed of its terms, contents, conditions and effects; that in making this Agreed Order of Abatement, Defendant had the option to seek the advice of counsel, and that no promise or representation of any kind has been made to Defendant by the City or by anyone acting for it, except as is expressly stated in this Agreed Order of Abatement. Additionally, Defendant decided to enter into this Agreed Order of Abatement without duress, in good faith and for sufficient consideration, and that it is fair, just and reasonable. Defendant acted of its/his/her own free will, without inducement, duress or undue influence of any kind.

Defendant expressly warrants it/he/she has the sole right and exclusive authority to execute this Agreed Order, and has not sold, assigned, transferred or conveyed any of the Real Property referred to in this Agreed Order of Abatement.

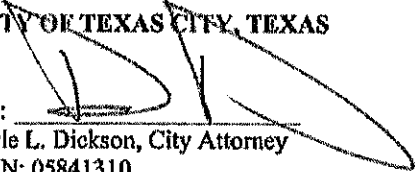
This Agreed Order of Abatement disposes all matter(s) in controversy in this proceeding between the parties herein and constitutes a final decision in accordance with TEX. LOCAL GOV'T CODE, § 214.0012(a), and it is not appealable. Any relief not expressly granted herein is denied.

ENTERED this 25<sup>th</sup> day of April 2025.

  
\_\_\_\_\_  
JUDGE PRESIDING

**APPROVED AS TO FORM, SUBSTANCE, AND ENTRY:**

**CITY OF TEXAS CITY, TEXAS**

By:   
\_\_\_\_\_  
Kyle L. Dickson, City Attorney  
SBN: 05841310  
1801 - 9th Avenue North  
Texas City, Texas 77590

**TERRACES SYNDICATE, LLC**

By:   
\_\_\_\_\_  
Name: Theodore Edward Fritchett III  
Title: General Partner  
\_\_\_\_\_

**CAUSE NO. PH0764**

**STATE OF TEXAS**

**MUNICIPAL COURT OF RECORD**

**vs.**

**IN THE CITY OF TEXAS CITY, TEXAS**

**TERRACES SYNDICATE, LLC**  
*Defendant*

**GALVESTON COUNTY, TEXAS**

---

**AGREED ORDER OF ABATEMENT**

---

BE IT REMEMBERED that on this 31<sup>st</sup> day of January 2025 came to be heard the above numbered Petition for Abatement and Removal of a Public Nuisance pursuant to TEX. LOCAL GOV'T CODE CH. 214 and, the City of Texas City's Code of Ordinances, § 150.033 – Minimum Standards Substandard Building.

The **STATE OF TEXAS** on behalf of the City of Texas City, Texas, appeared by and through counsel of record and announced ready for trial; Defendant **TERRACES SYNDICATE, LLC** appeared in person and announced ready for trial. The case was submitted to the Court upon agreement of the parties and upon the representation that the State of Texas on behalf of the City of Texas City, Texas and Defendant have agreed to submit a judgment in favor of the State of Texas on behalf of the City of Texas City, Texas. Upon the representation of counsel for the State of Texas on behalf of the City of Texas City, Texas and the representation of the Defendant indicated by the signature(s) below, the Court is of the opinion that the State of Texas on behalf of the City of Texas City, Texas is entitled to judgment against Defendant. The City and Defendant stipulate and agree as follows:

1. This Court is the municipal court of record for the City of Texas City, Texas

("City"). The City established this Court effective December 18, 2013, pursuant to TEX. GOV'T CODE § 30.00003(a). This Court has jurisdiction over this matter pursuant to TEX. GOV'T CODE, § 30.00005 and the City's Ordinances, Title III: Administration, Chapter 33; Courts; Jurisdiction, § 33.02(D).

2. In this proceeding the State on behalf of the City sought the enforcement of its ordinances including the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; § 150.033, Minimum Standards Substandard Building.

3. Proper notice of this proceeding was given to TERRACES SYNDICATE, LLC (herein "Defendant") pursuant to TEX. LOCAL GOV'T CODE § 214.001(b)(2) and the City's Ordinances, Title XV: Land Usage, Chapter 150; Building Regulations; Construction, Presumption of Notice, § 150.021(A)(2).

4. Defendant was notified in writing that structures located on the real properties it/he/she owned were Substandard Structures as defined by the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033. The real property is legally described as:

ABST 167 D RICHARDSON SUR TR 6 & 7 10.2816 ACRS, Texas City, Galveston County, Texas and commonly known as 2602 21<sup>st</sup> Street North, Texas City, Texas 77590 (GCAD Acct. No. 210379) referring to Building 12 ("Real Property")

5. Defendant was the owner of the Real Property on October 23, 2024, and remains the owner as of the date of the entry of this Agreed Order of Abatement ("Agreed Order").

6. The substandard findings were based on physical inspections of the Real Property performed by Inspector/Code Enforcement Officer(s)/Official(s) for the City. Written notice of the substandard findings was provided to Defendant on or about October 23, 2024.

7. The Defendant stipulates and agrees that the buildings and structures located on the

Real Property are Substandard Buildings as defined by the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033(A).

8. The Defendant further stipulates and agrees that the abatement of the Real Property is required pursuant to the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033(B) and that such abatement is reasonable and in the best interest of the public health, safety and welfare.

9. The Defendant did not submit evidence that the work required to abate the Real Property at the hearing pursuant to TEX. LOCAL GOV'T CODE § 214.001(j)(1) demonstrated that more than ninety (90) days was required to abate the Real Property.

THEREFORE, it is AGREED by Defendant and the State that Defendant shall have no more than ninety (90) days from the entry of this Order to submit to obtain all necessary/applicable permit(s) to abate the structure(s) located on the Real Property bringing the structures into full compliance with applicable building code(s) of the City of Texas, Texas and complete all repairs and/or construction to bring the structure(s) located on the Real Property and to obtain the requisite certificate of occupancy. It is,

FURTHER AGREED by the Defendant and the State that Defendant fails to fulfill all of its obligations under the terms of the Agreed Order of Abatement at any time after ninety (90) days from the entry of this Order, the City without any further notice to the Defendant may enter structures located on the Real Property to perform and/or take the specific conduct necessary to abate the Real Property and demolish the structure(s), clean and grade the lot and dispose of any debris, etc. including any personal property which remains on the Real Property.

The City reserves its right to place a lien on the Real Property as authorized by TEX. LOCAL GOV'T CODE § 214.001(n) for any cost(s) incurred in the abatement and to recover the cost(s) of

abatement from the subsequent sale or foreclosure of the Real Property.

As a result of the entry of this Agreed Order of Abatement, Defendant hereby releases and forever discharges and hold harmless the City and its staff, officers, agents, servants, employees, successors, and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the execution and implementation of this Agreed Order and/or the abatement of the Real Property including but not limited to the release any of claim(s) of any violation of substantive or procedural due process rights or taking(s) claims under State or Federal law.

Defendant further expressly warrants and represents to the City before executing this instrument Defendant has been fully informed of its terms, contents, conditions and effects; that in making this Agreed Order of Abatement, Defendant had the option to seek the advice of counsel, and that no promise or representation of any kind has been made to Defendant by the City or by anyone acting for it, except as is expressly stated in this Agreed Order of Abatement. Additionally, Defendant decided to enter into this Agreed Order of Abatement without duress, in good faith and for sufficient consideration, and that it is fair, just and reasonable. Defendant acted of its/his/her own free will, without inducement, duress or undue influence of any kind.

Defendant expressly warrants it/he/she has the sole right and exclusive authority to execute this Agreed Order, and has not sold, assigned, transferred or conveyed any of the Real Property referred to in this Agreed Order of Abatement.

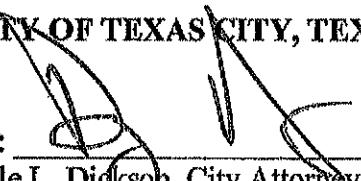
This Agreed Order of Abatement disposes all matter(s) in controversy in this proceeding between the parties herein and constitutes a final decision in accordance with TEX. LOCAL GOV'T CODE, § 214.0012(a), and it is not appealable. Any relief not expressly granted herein is denied.

ENTERED this 31 day of January 2025.

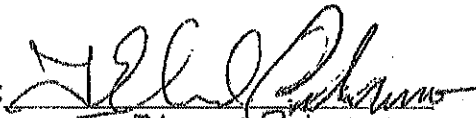
  
\_\_\_\_\_  
JUDGE PRESIDING

**APPROVED AS TO FORM, SUBSTANCE AND ENTRY:**

**CITY OF TEXAS CITY, TEXAS**

By:   
\_\_\_\_\_  
Kyle L. Dickson, City Attorney  
SBN: 05841310  
1801 – 9th Avenue North  
Texas City, Texas 77590

**TERRACES SYNDICATE, LLC**

By:   
\_\_\_\_\_  
Name: T. Edward Pritchett  
Title: Manager

②

CAUSE NO. PH0774<sup>3</sup>

STATE OF TEXAS

MUNICIPAL COURT OF RECORD

vs.

IN THE CITY OF TEXAS CITY, TEXAS

TERRACES SYNDICATE, LLC  
*Defendant*

GALVESTON COUNTY, TEXAS

**AGREED ORDER OF ABATEMENT**

BE IT REMEMBERED that on this 25th day of April 2025, the above numbered Petition for Abatement and Removal of a Public Nuisance came to be heard pursuant to TEX. LOCAL GOV'T CODE CH. 214 and the City of Texas City's Code of Ordinances, § 150.033 – Minimum Standards Substandard Building.

The STATE OF TEXAS on behalf of the City of Texas City, Texas, appeared by and through counsel of record and announced ready for trial; Defendant TERRACES SYNDICATE, LLC appeared in person and announced ready for trial. The case was submitted to the Court upon agreement of the parties and upon the representation that the State of Texas, on behalf of the City of Texas City, Texas, and the Defendant have agreed to submit a judgment in favor of the State of Texas on behalf of the City of Texas City, Texas. Upon the representation of counsel for the State of Texas on behalf of the City of Texas City, Texas and the representation of the Defendant indicated by the signature(s) below, the Court is of the opinion that the State of Texas on behalf of the City of Texas City, Texas is entitled to judgment against Defendant. The City and Defendant stipulate and agree as follows:

- 1. This Court is the municipal court of record for the City of Texas City, Texas

("City"). The City established this Court effective December 18, 2013, pursuant to TEX. GOV'T CODE § 30.00003(a). This Court has jurisdiction over this matter pursuant to TEX. GOV'T CODE, § 30.00005 and the City's Ordinances, Title III: Administration, Chapter 33; Courts; Jurisdiction, § 33.02(D).

2. In this proceeding, the State, on behalf of the City, sought the enforcement of its ordinances, including the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; § 150.033, Minimum Standards Substandard Building.

3. Proper notice of this proceeding was given to TERRACES SYNDICATE, LLC (herein "Defendant") pursuant to TEX. LOCAL GOV'T CODE § 214.001(b)(2) and the City's Ordinances, Title XV: Land Usage, Chapter 150; Building Regulations; Construction, Presumption of Notice, § 150.021(A)(2).

4. Defendant was notified in writing that structures located on the real properties it/he/she owned were Substandard Structures as defined by the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033. The real property is legally described as:

ABST 167 D RICHARDSON SUR TR 6 & 7 10.2816 ACRS, Texas City, Galveston County, Texas and commonly known as 2602 21<sup>st</sup> Street North, Texas City, Texas 77590 (GCAD Acct. No. 210379) referring to Building 13 ("Real Property")

5. Defendant was the owner of the Real Property on February 13, 2025, and remains the owner as of the date of the entry of this Agreed Order of Abatement ("Agreed Order").

6. The substandard findings were based on physical inspections of the Real Property performed by Inspector/Code Enforcement Officer(s)/Official(s) for the City. Written notice of the substandard findings was provided to Defendant on or about February 13, 2025.

7. The Defendant stipulates and agrees that the buildings and structures located on the

Real Property are Substandard Buildings as defined by the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction § 150.033(A).

8. The Defendant further stipulates and agrees that the abatement of the Real Property is required pursuant to the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction § 150.033(B) and that such abatement is reasonable and in the best interest of the public health, safety and welfare.

9. The Defendant did not submit evidence that the work required to abate the Real Property at the hearing pursuant to TEX. LOCAL GOV'T CODE § 214.001(j)(1) demonstrated that more than ninety (90) days was required to abate the Real Property.

THEREFORE, it is AGREED by Defendant and the State that Defendant shall have no more than ninety (90) days from the entry of this Order to submit to obtain all necessary/applicable permit(s) to abate the structure(s) located on the Real Property bringing the structures into full compliance with applicable building code(s) of the City of Texas, Texas and complete all repairs and/or construction to bring the structure(s) located on the Real Property and to obtain the requisite certificate of occupancy. It is,

FURTHER AGREED by the Defendant and the State that Defendant fails to fulfill all of its obligations under the terms of the Agreed Order of Abatement at any time after ninety (90) days from the entry of this Order, the City without any further notice to the Defendant may enter structures located on the Real Property to perform and/or take the specific conduct necessary to abate the Real Property and demolish the structure(s), clean and grade the lot and dispose of any debris, etc. including any personal property which remains on the Real Property.

The City reserves its right to place a lien on the Real Property as authorized by TEX. LOCAL GOV'T CODE § 214.001(n) for any cost(s) incurred in the abatement and to recover the cost(s) of

abatement from the subsequent sale or foreclosure of the Real Property.

As a result of the entry of this Agreed Order of Abatement, Defendant hereby releases and forever discharges and hold harmless the City and its staff, officers, agents, servants, employees, successors, and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the execution and implementation of this Agreed Order and/or the abatement of the Real Property including but not limited to the release any of claim(s) of any violation of substantive or procedural due process rights or taking(s) claims under State or Federal law.

Defendant further expressly warrants and represents to the City before executing this instrument Defendant has been fully informed of its terms, contents, conditions and effects; that in making this Agreed Order of Abatement, Defendant had the option to seek the advice of counsel, and that no promise or representation of any kind has been made to Defendant by the City or by anyone acting for it, except as is expressly stated in this Agreed Order of Abatement. Additionally, Defendant decided to enter into this Agreed Order of Abatement without duress, in good faith and for sufficient consideration, and that it is fair, just and reasonable. Defendant acted of its/his/her own free will, without inducement, duress or undue influence of any kind.

Defendant expressly warrants it/he/she has the sole right and exclusive authority to execute this Agreed Order, and has not sold, assigned, transferred or conveyed any of the Real Property referred to in this Agreed Order of Abatement.

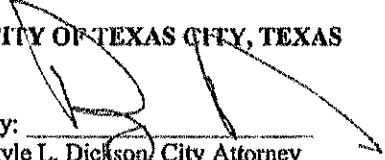
This Agreed Order of Abatement disposes all matter(s) in controversy in this proceeding between the parties herein and constitutes a final decision in accordance with TEX. LOCAL GOV'T CODE, § 214.0012(a), and it is not appealable. Any relief not expressly granted herein is denied.

ENTERED this 25<sup>th</sup> day of April 2025.

\_\_\_\_\_  
JUDGE PRESIDING

**APPROVED AS TO FORM, SUBSTANCE, AND ENTRY:**

**CITY OF TEXAS CITY, TEXAS**

By:   
\_\_\_\_\_  
Kyle L. Dickson, City Attorney  
SBN: 05841310  
1801 - 9th Avenue North  
Texas City, Texas 77590

**TERRACES SYNDICATE, LLC**

By:   
\_\_\_\_\_  
Name: Theodore Edward Pritchett III  
Title: General Partner

**CAUSE NO. PH0763**

**STATE OF TEXAS**

**MUNICIPAL COURT OF RECORD**

**vs.**

**IN THE CITY OF TEXAS CITY, TEXAS**

**TERRACES SYNDICATE, LLC**  
*Defendant*

**GALVESTON COUNTY, TEXAS**

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**AGREED ORDER OF ABATEMENT**

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BE IT REMEMBERED that on this 31<sup>st</sup> day of January 2025 came to be heard the above numbered Petition for Abatement and Removal of a Public Nuisance pursuant to TEX. LOCAL GOV'T CODE CH. 214 and, the City of Texas City's Code of Ordinances, § 150.033 – Minimum Standards Substandard Building.

The **STATE OF TEXAS** on behalf of the City of Texas City, Texas, appeared by and through counsel of record and announced ready for trial; Defendant **TERRACES SYNDICATE, LLC** appeared in person and announced ready for trial. The case was submitted to the Court upon agreement of the parties and upon the representation that the State of Texas on behalf of the City of Texas City, Texas and Defendant have agreed to submit a judgment in favor of the State of Texas on behalf of the City of Texas City, Texas. Upon the representation of counsel for the State of Texas on behalf of the City of Texas City, Texas and the representation of the Defendant indicated by the signature(s) below, the Court is of the opinion that the State of Texas on behalf of the City of Texas City, Texas is entitled to judgment against Defendant. The City and Defendant stipulate and agree as follows:

1. This Court is the municipal court of record for the City of Texas City, Texas

("City"). The City established this Court effective December 18, 2013, pursuant to TEX. GOV'T CODE § 30.00003(a). This Court has jurisdiction over this matter pursuant to TEX. GOV'T CODE, § 30.00005 and the City's Ordinances, Title III: Administration, Chapter 33; Courts; Jurisdiction, § 33.02(D).

2. In this proceeding the State on behalf of the City sought the enforcement of its ordinances including the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; § 150.033, Minimum Standards Substandard Building.

3. Proper notice of this proceeding was given to TERRACES SYNDICATE, LLC (herein "Defendant") pursuant to TEX. LOCAL GOV'T CODE § 214.001(b)(2) and the City's Ordinances, Title XV: Land Usage, Chapter 150; Building Regulations; Construction, Presumption of Notice, § 150.021(A)(2).

4. Defendant was notified in writing that structures located on the real properties it/he/she owned were Substandard Structures as defined by the City's Ordinances, Title XV: Land Use, Chapter 150; Building Regulations; Construction §150.033. The real property is legally described as:

ABST 167 D RICHARDSON SUR TR 6 & 7 10.2816 ACRS, Texas City, Galveston County, Texas and commonly known as 2602 21<sup>st</sup> Street North, Texas City, Texas 77590 (GCAD Acct. No. 210379) referring to Building 19 ("Real Property")

5. Defendant was the owner of the Real Property on October 23, 2024, and remains the owner as of the date of the entry of this Agreed Order of Abatement ("Agreed Order").

6. The substandard findings were based on physical inspections of the Real Property performed by Inspector/Code Enforcement Officer(s)/Official(s) for the City. Written notice of the substandard findings was provided to Defendant on or about October 23, 2024.

7. The Defendant stipulates and agrees that the buildings and structures located on the

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THEREFORE, it is AGREED by Defendant and the State that Defendant shall have no more than ninety (90) days from the entry of this Order to submit to obtain all necessary/applicable permit(s) to abate the structure(s) located on the Real Property bringing the structures into full compliance with applicable building code(s) of the City of Texas, Texas and complete all repairs and/or construction to bring the structure(s) located on the Real Property and to obtain the requisite certificate of occupancy. It is,

FURTHER AGREED by the Defendant and the State that Defendant fails to fulfill all of its obligations under the terms of the Agreed Order of Abatement at any time after ninety (90) days from the entry of this Order, the City without any further notice to the Defendant may enter structures located on the Real Property to perform and/or take the specific conduct necessary to abate the Real Property and demolish the structure(s), clean and grade the lot and dispose of any debris, etc. including any personal property which remains on the Real Property.

The City reserves its right to place a lien on the Real Property as authorized by TEX. LOCAL GOV'T CODE § 214.001(n) for any cost(s) incurred in the abatement and to recover the cost(s) of

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As a result of the entry of this Agreed Order of Abatement, Defendant hereby releases and forever discharges and hold harmless the City and its staff, officers, agents, servants, employees, successors, and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the execution and implementation of this Agreed Order and/or the abatement of the Real Property including but not limited to the release any of claim(s) of any violation of substantive or procedural due process rights or taking(s) claims under State or Federal law.

Defendant further expressly warrants and represents to the City before executing this instrument Defendant has been fully informed of its terms, contents, conditions and effects; that in making this Agreed Order of Abatement, Defendant had the option to seek the advice of counsel, and that no promise or representation of any kind has been made to Defendant by the City or by anyone acting for it, except as is expressly stated in this Agreed Order of Abatement. Additionally, Defendant decided to enter into this Agreed Order of Abatement without duress, in good faith and for sufficient consideration, and that it is fair, just and reasonable. Defendant acted of its/his/her own free will, without inducement, duress or undue influence of any kind.

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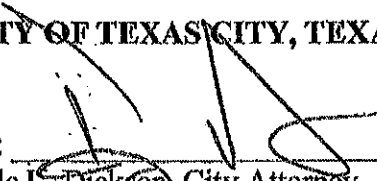
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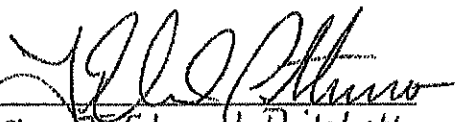
  
\_\_\_\_\_  
JUDGE PRESIDING

**APPROVED AS TO FORM, SUBSTANCE AND ENTRY:**

**CITY OF TEXAS CITY, TEXAS**

By:   
\_\_\_\_\_  
Kyle L. Dickson, City Attorney  
SBN: 05841310  
1801 - 9th Avenue North  
Texas City, Texas 77590

**TERRACES SYNDICATE, LLC**

By:   
\_\_\_\_\_  
Name: T. Edward Pritchett  
Title: Manager