



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JANUARY 6, 2026 - 6:00 PM**

For city information visit www.seabrooktx.gov
For agendas visit www.seabrooktx.gov/agendas

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, JANUARY 6, 2026 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks or abusive language.

All public remarks shall be addressed to the Chair. Comments shall not be directed toward individual Councilmembers, City staff, or other members of the public.

In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. *City Council*

1.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects. *Gayle Cook, City Manager*

2. PRESENTATIONS

2.1 Mayor Sweeney to present a Certificate of Appreciation to the Clear Falls Troubadours for their participation at the Seabrook Veteran's Day event, along with a brief performance by the Troubadours.

2.2 Mayor Sweeney to present a Certificate of Appreciation to the Leadership Development Corporation for their participation at the Seabrook Veteran's Day event.

2.3 Presentation to recognize Seabrook Cheese Company as the Seabrook Economic Development Corporation's Business of the Year Award for 2025.

2.4 Presentation of the 2025 Annual Report from Seabrook Economic Development Corporation (SEDC). *Paul Dunphey, EDC President*

3. **CONSENT AGENDA**

3.1 Approve the minutes of the December 2, 2025 City Council Meeting.

4. **NEW BUSINESS**

4.1 Consider and take all appropriate action on the first reading of Ordinance 2026-01 a request for approval of amendments to Ordinance NO. 2024-11 Quiet Warehouse Planned Unit Development (PUD). *Sean Landis, Deputy City Manager | Planning and Zoning Director*

AN ORDINANCE AMENDING ORDINANCE 2024-11 FOR UPDATE REVISIONS TO "QUIET WAREHOUSING (PUD) "PLANNED UNIT DEVELOPMENT", CONSISTING OF 3.695 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED EAST OF OLD STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO, BY REVISING THE EXISTING PLANNED UNIT DEVELOPMENT ("PUD") PLAN REGULATIONS, RESTRICTIONS, TERMS AND CONDITIONS, ("PLAN"), MORE PARTICULARLY DESCRIBED IN EXHIBIT "B"; ATTACHED HERETO; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

4.2 Consider and take all appropriate action on the first reading of Ordinance 2026-02, an ordinance authorizing the sale to Bay Vista Property Owner's Association all the right-of-way generally located within the Gay Vista Subdivision, known as Bay Vista Drive, originally platted as Palm Drive and Flamingo Lane; providing for the determination and payment of fair market value; authorizing conveyance by limited warranty deed; providing conditions precedent; and containing other related provisions. *Sean Landis, Deputy City Manager | Planning and Zoning Director*

AN ORDINANCE AUTHORIZING THE SALE TO BAY VISTA PROPERTY OWNER'S ASSOCIATION ALL OF THE RIGHT-OF-WAY GENERALLY LOCATED WITHIN THE GAY VISTA SUBDIVISION, KNOWN AS BAY VISTA DRIVE, ORIGINALLY PLATTED AS PALM DRIVE AND FLAMINGO LANE; PROVIDING FOR THE DETERMINATION AND PAYMENT OF FAIR MARKET VALUE; AUTHORIZING CONVEYANCE BY LIMITED WARRANTY DEED; PROVIDING

CONDITIONS PRECEDENT; AND CONTAINING OTHER RELATED PROVISIONS.

4.3 Consider and take all appropriate action on approval of a proposal from Duplantis Design Group, PC (DDG) for professional design services on the North Meyer Paving project, Seabrook CIP S27, in the amount of \$330,450.00 plus reimbursable expenses and authorize the City Manager to execute the agreement and any associated documents. *Brian Craig, Director of Public Works | City Engineer*

4.4 Consider and take all appropriate action on a proposal with Branch Construction Group for CIP D19 for four (4) outfall locations for repair in an amount of \$158,060.00 and authorize the City Manager to execute the proposal and any associated documents. *Brian Craig, Director of Public Works | City Engineer*

4.5 Consider and take all appropriate action on Task Order 3, Witt O'Briens Professional Services Agreement (PSA) for grant writing services in an amount not to exceed \$40,500.00 for a City application to the U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) Grant. *Gayle Cook, City Manager*

4.6 Consider and take all appropriate action on approval of a proposal from Honeywell in an amount of \$24,511.81 for a heater unit at the Seabrook Fire Station. This is an unbudgeted item and will require a budget amendment. *Gayle Cook, City Manager*

4.7 Consider and take all appropriate action on the approval of the purchase of new Court and Council Chambers seating from National Business Furniture through the purchasing cooperative Buyboard for an amount of \$22,235.71 from the Public Educational and Governmental (PEG) Fund. *Gayle Cook, City Manager*

5. ROUTINE BUSINESS

5.1 Establish future meeting dates and agenda items.

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5663 OR CITYSEC@SEABROOKTX.GOV FOR FURTHER INFORMATION.

I certify that this notice was posted on the bulletin board on or before Tuesday, December 30, 2025 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





**MEETING MINUTES
DECEMBER 2, 2025**

**SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING**

Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Buddy Hammann, Tyler Kubena, Jared Sessum, Tom Tollett, Angela Cervantes, Summer Sanford. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and Deputy City Manager Sean Landis. Mayor Jim Sweeney declared a quorum and pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

Robert Lamy	1830 Lakeside Drive, Seabrook	New median on NASA
Kelly Stewart	2510 Hollybrook, Seabrook	New median on NASA, records, leadership
Joe Machol	Seabrook	New median on NASA, communication, City Hall renovations, sound wall

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. City Council

Councilmember Kubena announced the following events:

Seabrook PD Blood Drive - December 3, 2025

Tree Lighting - December 4, 2025

City Office Closure - December 23, 2025 at noon through December 25, 2025

City Office Closure - December 31, 2025 at noon through January 1, 2026

Tree Planting Day of Awesomeness - January 3, 2026

Councilmember Sessum announced a Fire Department blood drive on December 29, 2025 and a Santa Run on December 6, 2025.

1.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

City Manager Gayle Cook presented the report. **See Attachment A.**

Mayor Sweeney adjourned into Executive Session per Section 551.071 of the Local Government Code at 6:24 pm.

Mayor Sweeney reconvened into Open Session at 6:42 pm.

Mayor Sweeney read the following statements into the record.

Statement 1

"Before we continue the regular agenda, I would like to read a statement of fact regarding a public comment from our November 18 meeting.

First, regarding the Public Information Act process:

The City of Seabrook has never been the subject of a complaint or an investigation by the Texas Attorney General related to public information requests. When the Attorney General becomes involved, it's because we have submitted documents for review, which state law requires whenever there may be attorney-client privileged material.

These reviews are City-initiated and reflect the process we follow to ensure compliance and transparency, not actions taken against the City.

Next, during the November 18 meeting, there was a reference to a cost estimate on a records request. In that case, staff discovered that the initial date range was incorrect. The City caught that error internally, corrected it, and issued a revised estimate. The Attorney General had no role in that matter. This is an example of the City identifying an issue and fixing it openly and in good faith.

There was also discussion of another request where some documents might contain attorney-client privileged information. All non-privileged documents were released right away. The remaining materials were submitted to the Attorney General for a required ruling. That ruling is still pending, and at this time no directive has been issued instructing the City to change anything. This is the normal transparency process built into state law.

These are the confirmed facts from the City Secretary's Office.

Seabrook is committed to following state law, to handling public information requests accurately and ethically, and to correcting mistakes when they occur. That's part of maintaining the trust of those we serve.

And for clarity moving forward: Any official factual statements about City processes or procedures will come from the Mayor's chair or through our formal communication channels, so everyone receives the same accurate information at the same time."

Statement 2

"I need to enter a brief statement of fact into the record regarding the TXDOT median installation at NASA Parkway and Lakeside Drive.

The City has reviewed the full email record between the City Manager and TXDOT. The verified facts are as follows:

On October 9, 2025, the City Manager contacted TXDOT after verbally receiving new safety complaints about near head-on conflicts involving the turn lane at Lakeside Drive and Nasa Parkway. The suggestion made by the City was **only for delineators** (those thin white pvc columns) as a safety measure.

TXDOT decided against both a painted stripe area - a gore - leading into the turn lane from in front of the Classic Cafe area, **and** against the PVC delineators. The City Manager also made a specific comment about safety, and not creating a condition that could cause more accidents.

TXDOT then proposed a **double-curb** as their preferred engineering solution. This was **entirely a TXDOT-initiated design** based on their traffic engineering judgment.

The City did not design, request, or direct the installation of a median.

The City Manager asked TXDOT only for an example photograph to understand what type of curb TXDOT was considering.

On November 19, 2025, TXDOT independently installed the median. When the City became aware that the installation affected access, staff contacted TXDOT immediately by phone, and TXDOT could not stop the current construction but agreed to modify the configuration. That is being scheduled.

These are the verified facts of the communication. The City requested delineators for safety; TXDOT rejected that option and selected its own engineering design. This statement is entered into the record to ensure clear and accurate information for our residents and businesses."

2. PRESENTATIONS

2.1 Presentation of the monthly financial reports for the periods ending September and October 2025.

Finance Director Mike Gibbs presented the reports. **See Attachment B.**

3. CONSENT AGENDA

3.1 Approve the minutes of the November 13, 2025 and November 18, 2025 City Council Meetings.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4. SPECIFIC PUBLIC HEARING

4.1 Conduct a Public Hearing on a request to purchase, and for the City to abandon/vacate and convey a City right-of-way generally located within the Gay Vista Subdivision, known as Bay Vista Drive, originally platted as Palm Drive and Flamingo Lane described as a 60' right-of-way, BEING a 1.473 acre (64,152 square feet) tract of land situated in the Ritson Morris Survey A-52, Harris County, Texas according to the map or plat thereof recorded in Volume 058, Page 024 of the Harris County Maps Records.

Mayor Sweeney opened the Public Hearing at 6:57 pm.

Assistant City Manager Sean Landis presented the request. **See Attachment C.**

There were no public comments.

Mayor Sweeney closed the Public Hearing at 7:06 pm.

5. BID AWARDS

5.1 Consider and take all appropriate action on a proposal with Branch Construction Group in an amount of \$53,827.00 for CIP Project D19 Outfall Repair and authorize the City Manager to execute the proposal and any associated documents.

Public Works Director Brian Craig presented the proposal.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

6. NEW BUSINESS

6.1 Consider taking additional actions to sell, abandon/vacate, and convey the right-of-way generally located within the Gay Vista Subdivision, known as Bay Vista Drive, originally platted as Palm Drive and Flamingo Lane, described as a 60-foot right-of-way, being a 1.473-acre (64,152 square feet) tract of land situated in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, according to the map or plat thereof recorded in Volume 58, Page 24 of the Harris County Map Records;

and further, to order title and direct the City Attorney to prepare the appropriate ordinance.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Sessum
Vote:	Passed unanimously by all present

6.2 Consider and take all appropriate action on directing staff to prepare a draft ordinance regarding the records management included within the Texas Local Government Code, and develop longer retention periods for certain specific records than the established retention periods outlined by the Texas State Library and Archives Commission.

Councilmember Hammann expressed concern that changing only a few items from the established retention schedule could prompt broader challenges to other records. Councilmember Sanford stated she did not support deviating from the state-mandated guidelines already codified. Councilmember Cervantes noted she did not believe the City should rely solely on the state's minimum retention requirements. Councilmember Sessum said he was concerned the decision could prompt similar questions about other departmental retention schedules, adding that adhering to state standards remained the simplest way to ensure compliance.

Motion:	To keep the current Council agendas and all packet information for
Made By:	At-Large Position 4 Cervantes
Seconded By:	At-Large Position 1 Kubena
Vote:	Failed with Councilmembers Kubena, Cervantes and Sessum voting Councilmembers Hammann, Sweeney, Tollett, and Sanford voting c

6.3 Consider and take all appropriate action on the first and final reading of Ordinance 2025-26, amending the budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 for City department encumbrances.

Finance Director Gibbs presented the amendment.
Councilmember Sanford was not present in the room for the vote on this item.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

6.4 Consider and take all appropriate action on first and final reading of Ordinance 2025-27, amending the budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 for city department encumbrances.

Finance Director Gibbs presented the amendment.

Motion: To Approve
Made By: Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

6.5 Consider and take all appropriate action on amendments to the Fiscal Year 2026 Capital Improvement Program as it relates to Park projects.

City Manager Cook presented the proposed CIP amendments. **See Attachment D.** Mayor Sweeney reported that Mercedes Sanchez with Harris County informed him the County will not have funding for park or pier projects in the upcoming year. The Council directed staff to prepare information for public outreach, potentially through a survey or a town hall meeting, to gather community feedback. No further action was taken.

6.6 Consider and take all appropriate action on a Job Order Contract (JOC) with Red Oak Construction in an amount of \$464,318.52 for the renovations of the Seabrook Police Department through OMNIA Partners Purchasing Cooperative Contract #04-29 and authorize the City Manager to execute the contract.

Motion: To Approve
Made By: At-Large Position 3 Tollett
Seconded By: Mayor Pro Tem, At-Large Position 5 Hammann
Vote: **Passed** unanimously by all present

6.7 Consider and take all appropriate action on a Job Order Contract (JOC) with Red Oak Construction in an amount of \$130,149.22 for the remodel and renovation of City Hall Lobby and conference room, City Hall lobby restrooms, replacement of carpet and main stairwell flooring through OMNIA Partners Purchasing Cooperative Contract #04-29 and authorize the City Manager to execute the contract.

Motion: To Approve
Made By: Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By: At-Large Position 2 Sessum
Vote: **Passed** unanimously by all present

6.8 Consider and take all appropriate action on a Job Order Contract (JOC) with Red Oak Construction in an amount of \$62,662.13 for the remodel and renovation of City Hall second floor lobby through OMNIA Partners Purchasing Cooperative Contract #04-29 and authorize the City Manager to execute the contract. This is an alternate proposal exceeding the FY2025-26 renovation budget and if approved, will require a budget amendment.

Motion: To Approve
Made By: Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

- 6.9 Consider and take all appropriate action on a Job Order Contract (JOC) with Red Oak Construction in an amount of \$26,361.27 for records room split and remodel for additional office space through OMNIA Partners Purchasing Cooperative Contract #04-29 and authorize the City Manager to execute the contract. This is an alternate proposal exceeding the FY2025-26 renovation budget and if approved, will require a budget amendment.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed with Councilmembers Kubena, Sanford, Hammann, Sween and Sessum voting in favor, and Councilmember Cervantes voting c

7. ROUTINE BUSINESS

7.1 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next meeting was a Joint Meeting with the Planning & Zoning Commission on January 6, 2026, at 5:00 pm, followed by the Regular City Council Meeting on the same day beginning at 6:00 pm.

There being no further business, Mayor Sweeney adjourned the meeting at 8:03 pm.

APPROVED:

Jim Sweeney
Mayor

DATE: _____

ATTEST:

Rachel Lewis, TRMC
City Secretary



Agenda Briefing

Date of Meeting: January 6, 2026

Responsible Department: Community Development

Presenter: Sean Landis, Deputy City Manager | Planning and Zoning Director

Briefing Prepared By: Sean Landis

Strategic Focus Area: ECONOMIC DEVELOPMENT

General Information:

Consider and take all appropriate action on the first reading of Ordinance 2026-01 a request for approval of amendments to Ordinance NO. 2024-11 Quiet Warehouse Planned Unit Development (PUD).

Executive Summary / Background:

Starship Texas City, LLC is requesting approval for an amendment to Ordinance 2024-11, Quiet Warehousing (PUD Planned Unit Development). The proposed amendments include modifying the exterior finishes of the structures from tilt wall construction to prefinished metal wall panels, updating the warehousing development schedule, and revising all required exhibits.

The original Final PUD received approval from the City Council at its meeting on September 3, 2024.

The site is currently undeveloped and situated between a developed RV park and an undeveloped parcel of land. The property, located at 5815 Old Hwy 146, Seabrook, TX 77586, lies east of Old State Highway 146, north of Red Bluff Drive, and south of Port Road. While the site is zoned C-2 (Commercial Medium), the areas to the north are zoned LI (Light Industrial). The proposed use is consistent with the surrounding industrial character, and a larger industrial warehouse (Transwestern) was recently constructed to the north along Old Highway 146. Additional warehouse developments are anticipated along Old Highway 146, which may eventually include a Port of Houston developed warehouse project.

The proposed freezer facility Final PUD aligns with the City's Comprehensive Master Plan. The development aims to promote high quality development in Seabrook by providing flexibility to address various site characteristics, constraints, locations, and

land uses.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Ordinance 2026-01
2. Ordinance 2024-11 Quiet Warehouse Final PUD
3. Proposed Amended PUD
4. Staff Presentation

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

AN ORDINANCE AMENDING ORDINANCE 2024-11 FOR UPDATE REVISIONS TO “QUIET WAREHOUSING (PUD) “PLANNED UNIT DEVELOPMENT”, CONSISTING OF 3.695 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED EAST OF OLD STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A”, ATTACHED HERETO, BY REVISING THE EXISTING PLANNED UNIT DEVELOPMENT (“PUD”) PLAN REGULATIONS, RESTRICTIONS, TERMS AND CONDITIONS, (“PLAN”), MORE PARTICULARLY DESCRIBED IN EXHIBIT “B”; ATTACHED HERETO; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

WHEREAS, Starship Texas City, LLC, (“Owner”) has requested an amendment to Ordinance 2024-11 “Quiet Warehousing (PUD) Planned Unit Development” consisting of 3.695 acres located at 5815 Old State Hwy 146, Seabrook, Texas 77586, which is generally located east of Old State Highway 146 north of Red Bluff Road, and south of Port Road, being out of land situated in the Ritson Morris Survey, Abstract 52, harries County, Texas (the “Property”), with the Property being more particularly depicted and described in the attached “Exhibit A”, (the “Property”), which is incorporated by reference for all purposes; by revising the existing General Provisions and related terms, provided in the attached “Exhibit B”, (the “Plan”), which is incorporated by reference for all purposes; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and has issued its final report recommending approval of the subject PUD amendments; and

WHEREAS, all required hearings on this matter have been held, all criteria have been established for consideration by the City Council, and the applicant has agreed to comply with all ordinances of the City of Seabrook;

WHEREAS, the City Council of the City of Seabrook is continually reviewing the provisions of the City Code of Ordinances relating to land use, regulation, and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

46 **WHEREAS**, as a result of the said public hearings and the recommendation
47 of the Planning and Zoning Commission as contained in its final report, the City
48 Council hereby finds and determines that the proposed amendments to Ordinance
49 2024-11 “Quiet Warehousing (PUD) Planned Unit Development”, as provided herein,
50 would not be detrimental to the community, and is in conformance with the zoning
51 ordinance and comprehensive plan for development of the City;

52
53 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY**
54 **OF SEABROOK, STATE OF TEXAS:**

55
56 **SECTION 1. FINDINGS.**

57
58 The facts and matters set forth in the preamble of this Ordinance are hereby
59 found to be true and correct.

60
61 **SECTION 2. AMENDMENT TO ORDINANCE 2024-11. “QUIET**
62 **WAREHOUSING (PUD) “PLANNED UNIT DEVELOPMENT”**

63
64 The Plan made based on Ordinance 2024-11 is hereby amended as
65 referenced in the identified revisions attached hereto as Exhibit “B” (the “Plan”).

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67 **SECTION 3. REVISION**

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69 This Ordinance shall in no manner amend, change, supplement, or revise any
70 provision of any ordinance of the City of Seabrook, or prior Ordinance 2024-11, save
71 and except the amendments permitted herein of said Property as described in
72 Exhibit “B” hereof.

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74 **SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.**

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76 This ordinance is hereby incorporated and made a part of the Seabrook City
77 Code. Violation of this Ordinance is subject to the penalty section of said Code
78 including, Section 11.06, “Criminal Enforcement” which provides that any person
79 who shall violate any provision of this Ordinance shall be deemed guilty of a
80 misdemeanor and, upon conviction, shall be fined in an amount not to exceed
81 \$2,000.00. Each day of violation shall constitute a separate offense. Additionally,
82 should the subject PUD project fail to meet any schedule as approved herein, or
83 otherwise fail to comply with this Ordinance, the PUD Plan, the PUD classification,
84 and all related permits shall be terminated as provided by law.

91 **SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**

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93 All ordinances or parts of ordinances in conflict or inconsistent with this
94 Ordinance are hereby expressly repealed. This Ordinance shall in no manner
95 amend, change, supplement, or revise any provision of any ordinance of the City of
96 Seabrook, save and except the change in zoning classification and specific
97 uses/structures approved in the Plan, as provided herein.

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99 **SECTION 6. SEVERABILITY.**

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101 In the event any clause phrase, provision, sentence, or part of this Ordinance
102 or the application of the same to any person or circumstances shall for any reason
103 be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it
104 shall not affect, impair, or invalidate this Ordinance as a whole or any part of
105 provision hereof other than the part declared to be invalid or unconstitutional; and
106 the City Council of the City of Seabrook, Texas, declares that it would have passed
107 each every part of the same notwithstanding the omission of any such part thus
108 declared to be invalid or unconstitutional, whether there be one or more parts.

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110 **SECTION 7. NOTICE.**

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112 The City Secretary shall give notice of the enactment of this Ordinance by
113 promptly publishing it or its descriptive caption and penalty after final passage in the
114 official newspaper of the City; the Ordinance to take effect upon publication.

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117 **PASSED AND APPROVED** on first reading with a quorum present, by an
118 affirmative vote of a majority of Councilmembers present, in accordance with
119 Seabrook City Charter Section 2.10 on this 6th day of January, 2026.

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121 **PASSED, APPROVED, AND ADOPTED** on final reading with a quorum
122 present, by an affirmative vote of a majority of Councilmembers present, in
123 accordance with Seabrook City Charter Section 2.10 on this 20th day of January,
124 2026.

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127 [SIGNATURES FOLLOW]
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BY: _____
James J. Sweeney
Mayor

ATTEST:

By: _____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
David Olson
City Attorney

[EXHIBITS FOLLOW]

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184 **Exhibit “A” to Ordinance No. 2026-01**
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186 **The Property – Metes & Bounds**
187 **3.695 acres**
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189 **LEGAL DESCRIPTION:**
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191 A tract of land containing 3.695 acres (160,967 square feet), more or less, out of the Ritson
192 Morris Survey, Abstract 52, in Harris County, Texas, and being that same tract of land
193 described as four acres, save and except 0.315 acres to the State of Texas in Harris County
194 Clerk's File No. M513651, of the Deed Records of Harris County, Texas, said tract being
195 more fully described by metes and bounds as follows:

196 BEGINNING at an “X” in a rock path at the northwest corner of a called 8.822-acre tract
197 described in deed recorded in RP-2017-104300, Deed Records of Harris County, Texas, on
198 the easterly right-of-way line of State Highway No. 146, and being the southwest corner of
199 the tract herein described;

200 THENCE, with the north line of said 8.822-acre tract,
201 South 89° 34' 53" East, a distance of 1,209.79 feet to a found 3/8-inch iron rod, the southeast
202 corner of this tract and the southwest corner of a called 3.0410-acre tract described in deed
203 recorded in RP-2017-432-412, Deed Records of Harris County, Texas, from which the
204 northeast corner of the above-mentioned 8.822-acre tract bears South 89° 34' 53" East,
205 173.14 feet;

206 THENCE, North 00° 38' 00" East, along the east line of the tract herein described (same
207 being the west line of said 4.00-acre tract), a distance of 139.81 feet (called 140.00 feet) to a
208 found 3/4-inch iron rod, the northeast corner of this tract, and being along the south line of a
209 called 4.294-acre tract described in deed recorded in Z426803, Deed Records of Harris
210 County, Texas;

211 THENCE, North 89° 34' 17" West, along the north line of the tract herein described (same
212 being the south line of said 4.294-acre tract), a distance of 1,091.98 feet to a found 3/8-inch
213 iron rod on the easterly right-of-way line of State Highway No. 146, for the northwest corner
214 of this tract;

215 THENCE, with the easterly right-of-way line of said Highway No. 146, along a curve to the
216 right having a radius of 1,102.14 feet and an arc length of 70.32 feet (chord bears South 39°
217 19' 48" West, 70.14 feet) to a found TxDOT concrete monument;

218 THENCE, continuing with the easterly right-of-way line of said Highway No. 146,
219 South 41° 13' 33" West, a distance of 112.88 feet to the POINT OF BEGINNING.

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Exhibit “B” to Ordinance No. 2026-01

Planned Unit Development

ORDINANCE NO. 2024-11
QUIET WAREHOUSING (PUD)
“PLANNED UNIT DEVELOPMENT”

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS APPENDIX A, “COMPREHENSIVE ZONING”, ARTICLE 2, “ADMINISTRATION”, SECTION 2.05, “OFFICIAL ZONING MAP”, BY REZONING 3.695 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED EAST OF OLD STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A”, FROM (C-2) “MEDIUM COMMERCIAL DISTRICT”, TO (PUD) “PLANNED UNIT DEVELOPMENT”, FOR THE DEVELOPMENT OF TWO (TILT WALL WAREHOUSES) EACH CONTAINING APPROXIMATELY 24,000 SQUARE FEET OF FLOOR SPACE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Seabrook (the “City”) has received an application for rezoning by Starship Texas City LP, (the “Applicant”), for certain real property of approximately 3.695 acres located at 5815 Old Hwy 146, Seabrook, TX 77586, which is generally located east of Old State Highway 146, north of Red Bluff Drive, and south of Port Road, being out of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas (the “Property”), with the Property being more particularly depicted and described in the attached “Exhibit A”, (the “Property”), which is incorporated by reference for all purposes; and

WHEREAS, in its application, the Applicant proposes to develop and use the Property as a tilt wall warehouse project each containing approximately 24,000 square feet of floor space for the warehousing of port-related materials and products distributed throughout the U.S; and

WHEREAS, in its application, the Applicant proposes to rezone the Property from “C-2” (Medium Commercial District) to “PUD” (Planned Unit Development) and has submitted a development plan providing for the depiction and description of the Quiet Warehousing Planned Unit Development (the “Plan”), with the Plan being attached as “Exhibit B”, and incorporated by reference for all purposes, and which is on file with the City Secretary; and

WHEREAS, the Seabrook Planning and Zoning Commission (the “P&Z”) and the City Council of the City (the “Council”) conducted a public hearing to consider approval of the preliminary plan for the PUD rezoning request submitted by the Applicant, and with the P&Z filing a report recommending approval of the rezoning request by the Applicant on February 20, 2024 which Council thereafter approved; and

47 **WHEREAS**, the P&Z and the Council conducted a public hearing to consider approval
48 of the final plan for the PUD rezoning request submitted by the Applicant, with the P&Z filing
49 a report recommending approval of the rezoning request by the Applicant on July 16, 2024;
50 and

51
52 **WHEREAS**, the subject hearings were duly called as provided by the laws of the State
53 of Texas and Appendix "A" of the City's Code of Ordinances, that at such hearings all persons
54 attending were allowed to be heard on the question of whether or not to rezone the Property as
55 requested by the Applicant, and to determine whether such rezoning would promote the public
56 health, safety, convenience, or general welfare of the citizens and would be in conformance
57 with the Appendix "A" of the City's Code of Ordinances and the City's Comprehensive Plan;
58 and

59
60 **WHEREAS**, all public notices have been published, mailed, and provided in
61 accordance with the laws of the State of Texas and Appendix "A" of the City's Code of
62 Ordinances; and

63
64 **WHEREAS**, as a result of the said public hearings and the recommendation of the
65 P&Z as contained in its final report, the Council deems it appropriate to grant the Applicant's
66 request for rezoning of the Property, subject to certain regulations, restrictions, conditions, and
67 all applicable provisions of the City's Code of Ordinances; and

68
69 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
70 **SEABROOK, TEXAS:**

71
72 **SECTION 1. FINDINGS.**
73

74 The facts and matters set forth in the preamble of this Ordinance are hereby found to
75 be true and correct, it is hereby understood that the City Council (the "Council") of the City of
76 Seabrook, Texas (the "City") is relying upon the express representations of Starship Texas City
77 LP, (the "Applicant") appearing in the documents submitted to the City for final approval,
78 including the rezoning application, oral representations made to the Planning and Zoning
79 Commission (the "P&Z") and the Council to induce approval of the rezoning made the subject
80 of this Ordinance, the final report from the P&Z, the minutes of P&Z and the Council, the
81 identification of the property that is the subject of this Ordinance (the "Property"), and the
82 development plan for the Property (the "Plan"), all of which is attached to and incorporated
83 into this Ordinance as Exhibit "A" and Exhibit "B".

84
85 **SECTION 2. AMENDMENT TO THE CITY'S CODE OF ORDINANCE AND**
86 **THE CITY'S OFFICIAL ZONING MAP.**
87

88 The City's Code of Ordinances, Appendix A, "Comprehensive Zoning", Article 2,
89 "Administration", Section 2.05, "Official Zoning Map" is hereby amended by rezoning the
90 Property from C-2 to PUD *strictly conditioned upon full compliance with the approved Plan,*
91 *the regulations, restrictions, and conditions,* as set forth in the Plan attached as "Exhibit B".
92 Additionally, the City's Official Zoning Map shall be revised and amended to show the

93 designation of the Property as rezoned to PUD, with the appropriate reference thereon to the
94 number and effective date of this Ordinance, and a brief description of the nature of the change.
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98 **SECTION 3. INCORPORATION INTO THE CITY'S CODE OF**
99 **ORDINANCES; PENALTY CLAUSE.**
100

101 This Ordinance is hereby incorporated and made a part of the City's Code of
102 Ordinances. Violation of this Ordinance is subject to the penalties of Section 11.06 of the City's
103 Code of Ordinances, "Criminal Enforcement", which provides that any person who shall
104 violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon
105 conviction, shall be fined in an amount not to exceed two thousand dollars (\$2,000.00). Each
106 day of violation shall constitute a separate offense. Additionally, should the subject PUD
107 project fail to meet the schedule as approved herein, or otherwise fail to comply with this
108 Ordinance or the PUD Plan, then the PUD classification and all related permits shall be
109 immediately terminated, and the rezoning of the Property shall be immediately repealed, and
110 the Property shall revert to C-2 zoning.
111

112 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.**
113

114 All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are
115 hereby expressly repealed. This Ordinance shall in no manner amend, change, supplement, or
116 revise any provision of any ordinance of the City, save and except the change in zoning
117 classification and specific uses/structures approved in the Plan, as provided herein.
118

119 **SECTION 5. SEVERABILITY.**
120

121 In the event any clause phrase, provision, sentence, or part of this Ordinance, or the
122 application of the same to any person or circumstances, shall for any reason be adjudged invalid
123 or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or
124 invalidate this Ordinance as a whole or any part of provision hereof other than the part declared
125 to be invalid or unconstitutional; and the Council declares that it would have passed each every
126 part of the same notwithstanding the omission of any such part thus declared to be invalid or
127 unconstitutional, whether there be one or more parts.
128

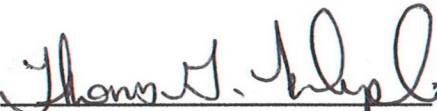
129 **SECTION 6. NOTICE; EFFECTIVE DATE.**
130

131 The City Secretary shall give notice of the enactment of this Ordinance by promptly
132 publishing it or its descriptive caption and penalty after final passage in the official newspaper
133 of the City, and this Ordinance shall become effective upon publication.
134

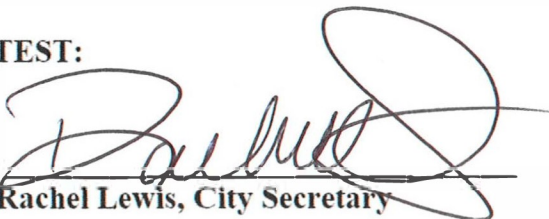
135 **PASSED AND APPROVED** on first reading with a quorum present, by an affirmative vote
136 of a majority of Councilmembers present, in accordance with Seabrook City Charter Section
137 2.10 on this 20th day of August 2024.
138

139 **PASSED, APPROVED, AND ADOPTED** on final reading with a quorum present, by an
140 affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City
141 Charter Section 2.10 on this 3rd day of September 2024.

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145
146 **FOR THE CITY OF SEABROOK:**

147
148 By: 
149
150 Thomas G. Kolupski, Mayor
151

152
153 **ATTEST:**

154
155 By: 
156 Rachel Lewis, City Secretary
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158

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160 **APPROVED AS TO FORM:**

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162 By: /s/ David Olson
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164 David Olson, City Attorney
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LEGAL DESCRIPTION:

A tract of land containing 3.695 acres (160,967 square feet), more or less, out of the Ritson Morris Survey, Abstract 52, in Harris County, Texas, and being a that same tract of land as described as four acres save and except 0.315 acres to the State of Texas in Harris County Clerk's File No. M513651 of the Deed Records, Harris County, Texas, said tract being more fully described by metes and bounds as follows:

BEGINNING at a "X" in a rock path at the Northwest corner of a called 8.822 acre tract as described in Deed recorded in RP-2017-104300, Deed Records, Harris County, Texas, with the Easterly right of way line of State Highway No. 146, and being the Southwest corner of the tract herein described;

THENCE with the North line of said 8.822 acre tract, South 89 deg. 34 min. 53 sec. East 1,209.79 feet to a found 3/8 inch iron rod, the Southeast corner of this tract, Southwest corner of a called 3.0410 acre tract described in Deed recorded in RP-2017-432-412, Deed Records, Harris County, Texas, from which the Northeast corner of the above mentioned 8.822 acre tract bears South 89 deg. 34 min. 53 sec. East, 173.14 feet;

THENCE North 00 deg. 38 min. 00 sec. East, along the East line of the herein described tract, same being the West line of said 4.00 acre tract, a distance of 139.81 feet (Called North 140.00 feet) feet to a found 3/4 inch iron rod, the Northeast corner of this tract, and along the South line of a called 4.294 acre tract as described in Deed recorded in Z426803, Deed Records, Harris County, Texas;

THENCE North 89 deg. 34 min. 17 sec. West, along the North line of the herein described tract, same being the South line of said 4.294 acre tract, a distance of 1,091.98 feet to a found 3/8 inch iron rod on the Easterly right of way line of State Highway No. 146, for the Northwest corner of this tract;

THENCE with the Easterly right of way line of said Highway No. 146, being a curve to the right with a radius of 1,102.14 feet, arc length of 70.32 feet (Chord Bears South 39 deg. 19 min. 48 sec. West 70.14 feet) to a found TXDOT Concrete Monument;

THENCE with the Easterly right of way line of said Highway No. 146, South 41 deg. 13 min. 33 sec. West, a distance of 112.88 feet to the POINT OF BEGINNING.

Exhibit "B"

"Quiet Warehousing" Planned Unit Development District Plan

Ordinance No. 2024-11

("LI / C2-PUD")

May 2024

3.695 Acres

Applicant:
Starship Texas City, LLC
925 Marina Bay Drive
Kemah, Texas 787565
281-334-6594

"Quite Warehousing" Planned Unit Development District Plan

Ordinance No. 2024-11

A. Contents

- General Provisions
- Permitted Land Use
- Proposed Land Use
- Development Regulations
- Building Regulations

B. General Provisions

1. The PUD approved herein must be constructed, developed, and maintained in compliance with this Ordinance. This district is intended to serve the needs of fabrication, assembling, warehousing and wholesaling businesses. Because of its proximity to residential environs, the land use activities and related operational characteristics of the district are regulated to a greater extent and rigid performance standards must be followed. The district is designed to accommodate land use activities that will meet the community goals and policies enumerated in Comprehensive Master Plan 2040.

2. Except as otherwise provided herein, the words used in this PUD have the meaning established by the Zoning ordinance. In this ordinance.

Accessory building means a building subordinate to the principal building and includes detached garages.

Open Space means the portion of all land contained within the PUD that is not covered by buildings, Parking lots, driveways, improved pedestrian areas, or other impermeable material.

PUD means the planned unit development district created by this ordinance.

Shared/Common Driveway means a privately owned and maintained vehicular access way that Provides access from a public street to residential or non-residential units.

3. The PUD shall be developed in accordance with the following exhibits that are attached to and made Part of this document.

Exhibit D-1:	Location Map
Exhibit D-2:	Aireal Plan
Exhibit D-3:	Site Plan
Exhibit D-4:	Parking Layout
Exhibit D-5:	Open Space & Landscape Plan
Exhibit D-6:	Sign and Solid Waste Enclosure Details
Exhibit D-7:	Existing Utilities, Proposed Utilities
Exhibit D-8:	Building Elevations
Exhibit D-9:	Development Schedule
Exhibit D-10:	Drainage Plan
Exhibit D-11:	Lighting Plan

4. As shown on Exhibit D-1, *Location Map*, the PUD encompasses approximately 3.695 acres of land along the East Right Of Way line of Old Highway 146, and North of Red Bluff Road.
5. Development of two (Tilt Wall Port Warehouses) each containing 24,000 square foot of floor space, office space, reception area, break rooms. Private concrete drive, landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-3, *Site Plan*.
6. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
7. All Signage shall meet the minimum standards of the City's requirements established in Article-6 Sign Standards, as shown on Exhibit D-6, *Sign and Solid Waste Enclosure Details*.

C. Permitted Land Uses

1. A Single tract of land containing approximately 3.695 acres, zoned (LI – Light Industrial District) warehousing is a permitted use and falls under the Comprehensive Master Plan 2040. Per (LI – Light Industrial District) inorganic and/or organic compounds are prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.

D. Proposed Land Use

1. This PUD development of two (Tilt Wall Port Warehouses) each containing 24,000 square foot of floor space, office space, reception area, break rooms. Warehousing Port related materials and products distributed through the U.S. Private concrete drive(s), landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-2, *Site Plan*, contingent on the following conditions:

E. Development Regulations

1. Maximum height of buildings:
 - a. 40 feet maximum.
 - b. The height limitations specified in this subsection do not apply to church steeples, spires, belfries, cupolas, or other normal appurtenances usually required to be placed above the roof level and not intended for human occupancy.
2. Open Space Requirements:
 - a. Existing area 3.695 Acres totaling (160,954 square feet.) 20% open spaces required equaling 32,190 square feet, development Open Space Provided equaling 49,603 square feet.
 - b. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
3. Security Fencing:
 - a. 6' foot high galvanized chain link fence with 3 rails of barbed wire, will be installed along the boundary of the site, including access man gates, automatic roll gate at the entrance.
4. Parking and Paving:
 - a. Parking shall be in accordance with article 5 of this ordinance. Please see the comprehensive off-street parking regulation matrix, found at the end of article 5. Except as provided for on Exhibit D-4.
 - b. All parking lots and vehicle use areas shall meet the City of Seabrook Code Ordinance and must be constructed of concrete, driveway will be constructed out of concrete, as shown on Exhibit D-4, *Parking Plan*.

5. Building Setback:

- a. A minimum front yard set back shall be 35' feet, as shown on Exhibit D-2, Site Plan.
- b. A minimum side yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.
- c. A minimum rear yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.

Building Area:

- a. Not more than 50% of total site area shall be covered by building mass.

7. Landscape & Lighting Regulations:

- a. Landscaping shall be in accordance with article 5 to 7 of the City code or ordinance.
- b. Lighting used to illuminate paving areas, parking areas, building facades, shall be arranged, located, screened to direct light away from existing single-family residential lots.

8. Prohibited Uses

- a. Inorganic and/or organic compounds prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.
- b. Rail tracks, lines, spurs, yards, storage and marshaling areas and all other associated rail uses are prohibited.
- c. Shipping/storage containers whether used for outside storage, as an inhabited structure or for any other purpose are prohibited. Exception: A shipping container is permitted on site while on a trailer chassis.
- d. Industrial limits: No use shall cause, create, or allow the emission of air contaminants which at the emission point or within the bounds of the property are:

In violation of the standards, specified by the Texas Commission on Environmental Quality or the Texas Clean Air Act; or

Of such capacity as to obscure an observer's view to a degree equal to or greater than does smoke or contaminants.

No commercial or industrial use shall be located or operated within the city which emits odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the boundary property line or any point beyond the tract on which such use or operation is located. The odor threshold as set forth shall be determined by the Texas Commission on Environmental Quality.

G. Building Regulations

- a. Color palette shall be uniformly for both warehouses.
- b. Primary exterior finishes shall be concrete tilt wall construction, store front glass.

Roof materials shall be limited to the following:

- a. Flat Roof – Shall meet the requirements as required by the IBC.

H. Density

- a. Two primary building per lot.

I. Buffering and screening

- a. Buffer yards shall be of such nature and density so as to screen activities, structures and uses on the property from view from the normal level of a first story window on an abutting lot and shall further

provide a year-round effective visual screen. Buffer yards are measured from the property line towards the building line and are divided in two parts: (1) a landscaping or free space buffer beginning at the property line and; (2) a secondary buffer that may be used for driveways and loading, provided that parking shall not be permitted in any portion of the minimum required buffer yard. Any property containing a use in this zoning district which adjoins or abuts any property classified in any other zone shall provide the following: as shown on Exhibit D-5, Open Space & Landscape plan.

- b. Front yard minimum Landscape setback shall be 20' feet, Side and Rear minimum setback requirement shall be 15' feet. The landscape buffer (the portion of the yard beginning at the property line) shall be reserved for landscaping only. Existing tree cover shall be maintained in accordance with section 30-211 et seq. "Tree Protection and Preservation" of the City Code of Ordinances. Other landscaping and supplemental plantings to create an adequate buffer may be added in accordance with the city's ordinances. The remaining buffer yard may be used for driveways and loading. However, parking shall not be permitted in any portion of the minimum required buffer yard.
- c. Minimum height of 6' foot galvanized chain link fence with 3 rails of barbed wire shall be constructed around the entire perimeter of the of the property, providing entrance and access gates.
- d. All exterior dumpster/garbage/waste containers or storage containers and dumpsters shall be placed no more than 15 feet from the primary building and shall be screened so that they are not visible from off the property. Each trash enclosure shall be constructed of masonry walls.
- e. Rooftop or ground level mechanical equipment shall be totally screened from view by using either parapet walls at the same height of the mechanical units for rooftop mounts or by providing screening for ground mounted units.

Exhibit "D-9"

"Quit Warehousing" Planned Unit Development District Plan

Quit Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

Second Quarter 2024 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler

Third Quarter 2024 - Completion of Plan Design, Submittal for Plan Review and Approvals

Fourth Quarter 2024 - Plan Review and Plan Approvals

The following is an estimated time line for Project Construction:

First Quarter 2025 – Commence Underground utilities, Detention Pond, Site Grading

Second Quarter 2025 - Commence Concrete Pavement, Building Foundations, Site Fencing

Third Quarter 2025 - Commence Tilt Wall Buildings, Roof System, Sprinkler Installation, Exterior Painting

Fourth Quarter 2025 - Commence Interior Conversion, Store Front Glass, Landscaping, Signage

The following is an estimated time line for Project Construction:

First Quarter 2026 – Finalize Miscellaneous Items, Clean Up, Hand Over Buildings

Dissolution of the PUD: Should the PUD project fail to meet the schedule as approved by the city council the PUD classification and related permits may be at the discretion of the City Council be terminated and, the land shall return to the zoning that existed immediately prior to the PUD conditional approval.

Exhibit “B”

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2024-11

(“LI / C2-PUD”)

May 2024

3.695 Acres

Applicant:
Starship Texas City, LLC
925 Marina Bay Drive
Kemah, Texas 787565
281-334-6594

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2024-11

A. Contents

- General Provisions
- Permitted Land Use
- Proposed Land Use
- Development Regulations
- Building Regulations

B. General Provisions

1. The PUD approved herein must be constructed, developed, and maintained in compliance with this Ordinance. This district is intended to serve the needs of fabrication, assembling, warehousing and wholesaling businesses. Because of its proximity to residential environs, the land use activities and related operational characteristics of the district are regulated to a greater extent and rigid performance standards must be followed. The district is designed to accommodate land use activities that will meet the community goals and policies enumerated in Comprehensive Master Plan 2040.
2. Except as otherwise provided herein, the words used in this PUD have the meaning established by the Zoning ordinance. In this ordinance.

Accessory building means a building subordinate to the principal building and includes detached garages.

Open Space means the portion of all land contained within the PUD that is not covered by buildings, Parking lots, driveways, improved pedestrian areas, or other impermeable material.

PUD means the planned unit development district created by this ordinance.

Shared/Common Driveway means a privately owned and maintained vehicular access way that Provides access from a public street to residential or non-residential units.

3. The PUD shall be developed in accordance with the following exhibits that are attached to and made Part of this document.

Exhibit D-1:	Location Map
Exhibit D-2:	Aireal Plan
Exhibit D-3:	Site Plan
Exhibit D-4:	Parking Layout
Exhibit D-5:	Open Space & Landscape Plan
Exhibit D-6:	Sign and Solid Waste Enclosure Details
Exhibit D-7:	Existing Utilities, Proposed Utilities
Exhibit D-8:	Building Elevations
Exhibit D-9:	Development Schedule
Exhibit D-10:	Drainage Plan
Exhibit D-11:	Lighting Plan

4. As shown on Exhibit D-1, *Location Map*, the PUD encompasses approximately 3.695 acres of land along the East Right Of Way line of Old Highway 146, and North of Red Bluff Road.
5. Development of two (Tilt Wall Port Warehouses) each containing 24,000 square foot of floor space, office space, reception area, break rooms. Private concrete drive, landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-3, *Site Plan*.
6. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
7. All Signage shall meet the minimum stadards of the City's requirements established in Article-6 Sign Standards, as shown on Exhibit D-6, *Sign and Solid Waste Enclosure Details*.

C. Permitted Land Uses

1. A Single tract of land containing approximately 3.695 acres, unded (LI – Light Industrial District) warehousing is a permitted use and falls under the Comprehensive Master Plan 2040. Per (LI – Light Industrial District) inorganic and/or organic compounds are prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.

D. Proposed Land Use

1. This PUD development of two (Tilt Wall Port Warehouses) each containing 24,000 square foot of floor space, office space, reception area, break rooms. Warehousing Port related materials and products distributed through the U.S. Private concrete drive(s), landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-2, *Site Plan*, contingent on the following conditions:

E. Development Regulations

1. Maximum height of buildings:
 - a. 40 feet maximum.
 - b. The height limitations specified in this subsection do not apply to church steeples, spires, belfries, cupolas, or other normal appurtenances usually required to be placed above the roof level and not intended for human occupancy.
2. Open Space Requirements:
 - a. Existing area 3.695 Acres totaling (160,954 square feet.) 20% open spaces required equaling 32,190 square feet, development Open Space Provided equaling 49,603 square feet.
 - b. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
3. Security Fencing:
 - a. 6' foot high galvanized chain link fence with 3 rails of barbed wire, will be installed along the boundary of the site, including access man gates, automatic roll gate at the entrance.
4. Parking and Paving:
 - a. Parking shall be in accordance with article 5 of this ordinance. Please see the comprehensive off-street parking regulation matrix, found at the end of article 5. Except as provided for on Exhibit D-4.

- b. All parking lots and vehicle use areas shall meet the City of Seabrook Code Ordinance and must be constructed of concrete, driveway will be constructed out of concrete, as shown on Exhibit D-4, Parking Plan.

5. Building Setback:

- a. A minimum front yard set back shall be 35' feet, as shown on Exhibit D-2, Site Plan.
- b. A minimum side yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.
- c. A minimum rear yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.

Building Area:

- a. Not more than 50% of total site area shall be covered by building mass.

7. Landscape & Lighting Regulations:

- a. Landscaping shall be in accordance with article 5 to 7 of the City code or ordinance.
- b. Lighting used to illuminate paving areas, parking areas, building facades, shall be arranged, located, screened to direct light away from existing single-family residential lots.

8. Prohibited Uses

- a. Inorganic and/or organic compounds prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.
- b. Rail tracks, lines, spurs, yards, storage and marshaling areas and all other associated rail uses are prohibited.
- c. Shipping/storage containers whether used for outside storage, as an inhabited structure or for any other purpose are prohibited. Exception: A shipping container is permitted on site while on a trailer chassis.
- d. Industrial limits: No use shall cause, create, or allow the emission of air contaminants which at the emission point or within the bounds of the property are:

In violation of the standards, specified by the Texas Commission on Environmental Quality or the Texas Clean Air Act; or

Of such capacity as to obscure an observer's view to a degree equal to or greater than does smoke or contaminants.

No commercial or industrial use shall be located or operated within the city which emits odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the boundary property line or any point beyond the tract on which such use or operation is located. The odor threshold as set forth shall be determined by the Texas Commission on Environmental Quality.

G. Building Regulations

- a. Color palette shall be uniformly for both warehouses.
- b. Primary exterior finishes shall be concrete tilt wall construction, store front glass.

Roof materials shall be limited to the following:

- a. Flat Roof – Shall meet the requirements as required by the IBC.

H. Density

- a. Two primary building per lot.

I. Buffering and screening

- a. Buffer yards shall be of such nature and density so as to screen activities, structures and uses on the property from view from the normal level of a first story window on an abutting lot and shall further provide a year-round effective visual screen. Buffer yards are measured from the property line towards the building line and are divided in two parts: (1) a landscaping or free space buffer beginning at the property line and; (2) a secondary buffer that may be used for driveways and loading, provided that parking shall not be permitted in any portion of the minimum required buffer yard. Any property containing a use in this zoning district which adjoins or abuts any property classified in any other zone shall provide the following: as shown on Exhibit D-5, Open Space & Landscape plan.
- b. Front yard minimum Landscape setback shall be 20' feet, Side and Rear minimum setback requirement shall be 15' feet. The landscape buffer (the portion of the yard beginning at the property line) shall be reserved for landscaping only. Existing tree cover shall be maintained in accordance with section 30-211 et seq. "Tree Protection and Preservation" of the City Code of Ordinances. Other landscaping and supplemental plantings to create an adequate buffer may be added in accordance with the city's ordinances. The remaining buffer yard may be used for driveways and loading. However, parking shall not be permitted in any portion of the minimum required buffer yard.
- c. Minimum height of 6' foot galvanized chain link fence with 3 rails of barbed wire shall be constructed around the entire perimeter of the of the property, providing entrance and access gates.
- d. All exterior dumpster/garbage/waste containers or storage containers and dumpsters shall be placed no more than 15 feet from the primary building and shall be screened so that they are not visible from off the property. Each trash enclosure shall be constructed of masonry walls.
- e. Rooftop or ground level mechanical equipment shall be totally screened from view by using either parapet walls at the same height of the mechanical units for rooftop mounts or by providing screening for ground mounted units.

Exhibit “D-9”

“Quit Warehousing” Planned Unit Development District Plan

Ordinance No. 2024-11

Quit Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

Second Quarter 2024 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler

Third Quarter 2024 - Completion of Plan Design, Submittal for Plan Review and Approvals

Fourth Quarter 2024 - Plan Review and Plan Approvals

The following is an estimated time line for Project Construction:

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Second Quarter 2025 - Commence Concrete Pavement, Building Foundations, Site Fencing

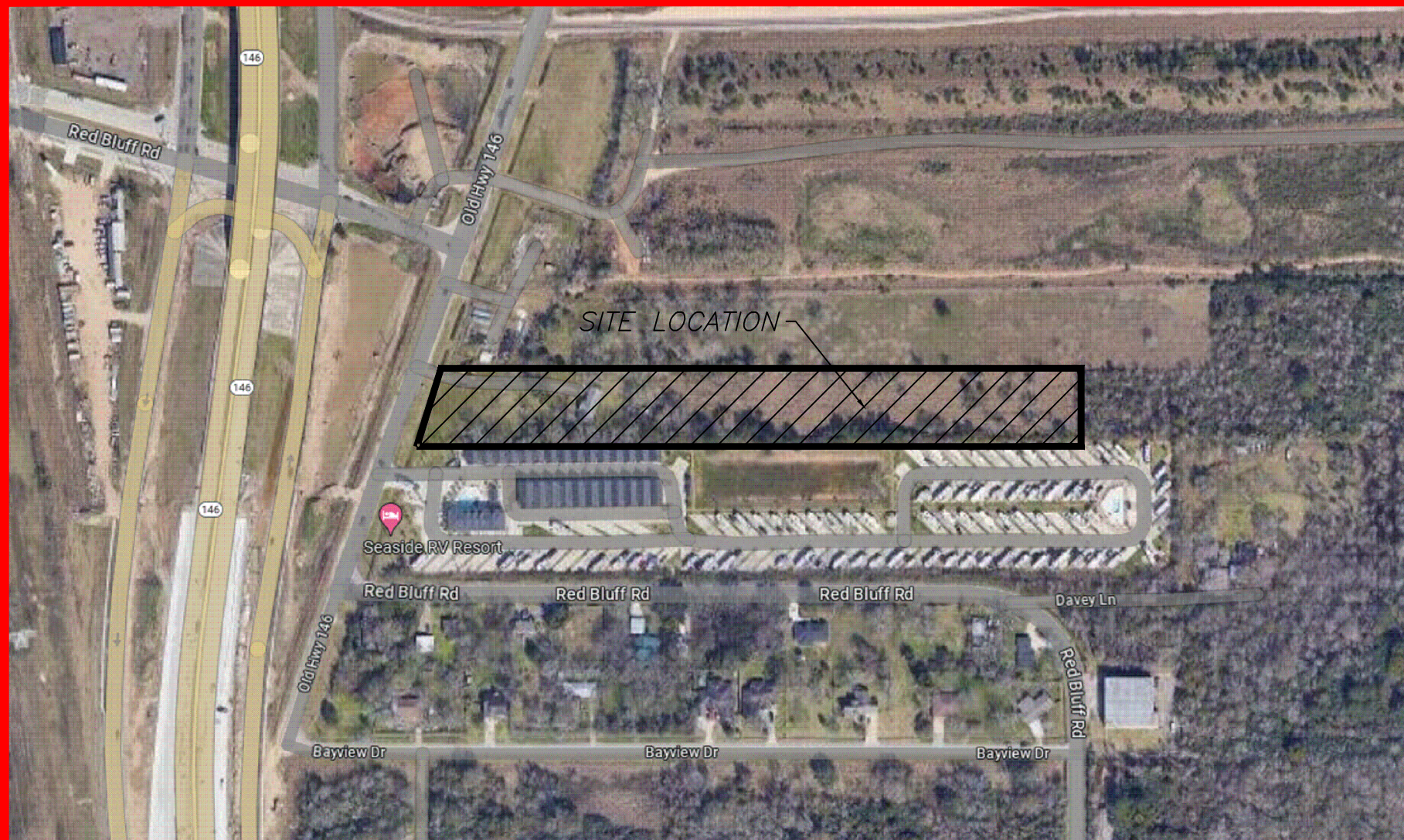
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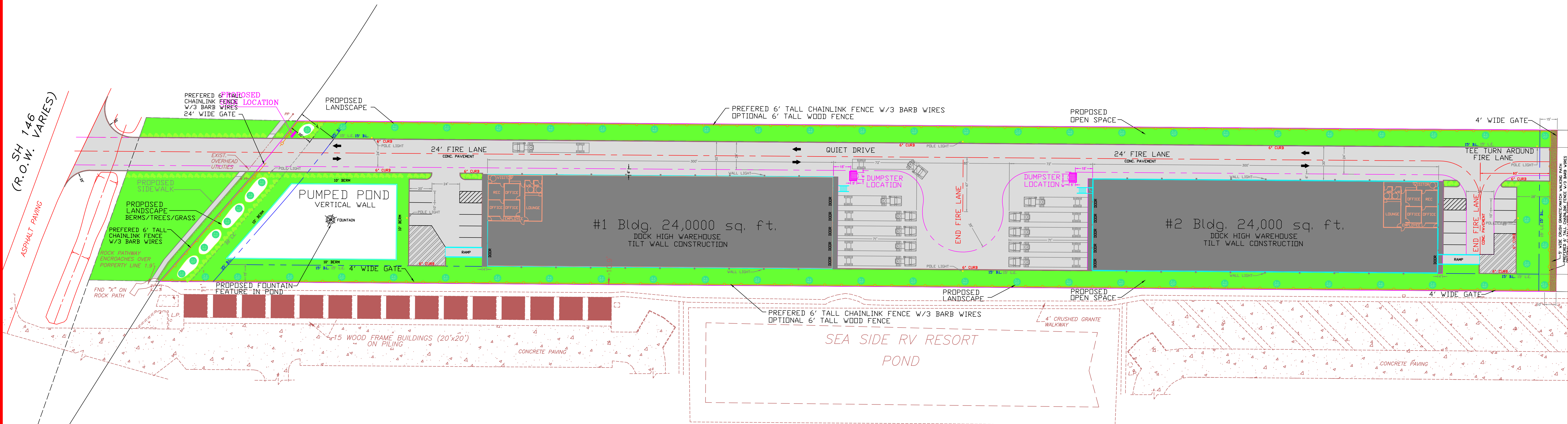
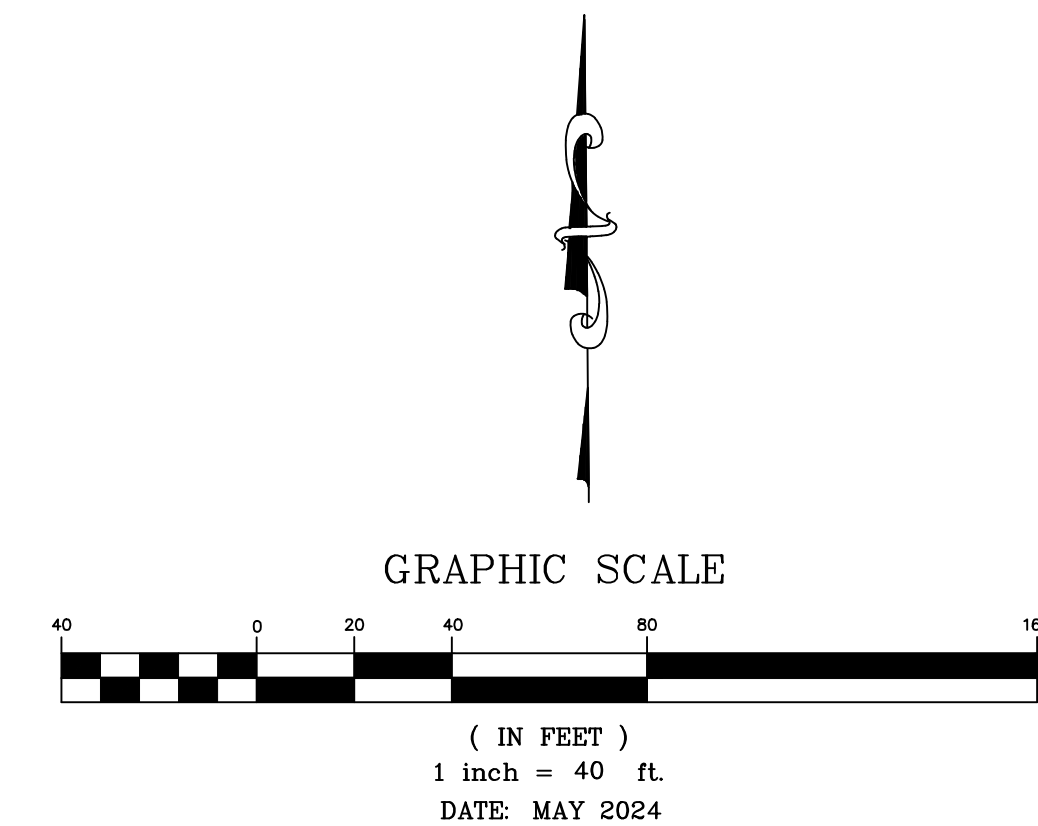


KEY MAP
N.T.S.

"QUIET WAREHOUSING"

"LI / C2-PUD"

DEVELOPED BY
STARSHIP TEXAS CITY, LLC



LOCATION PLAN

EXHIBIT D-1

N 88°50'00" W 1287.48'

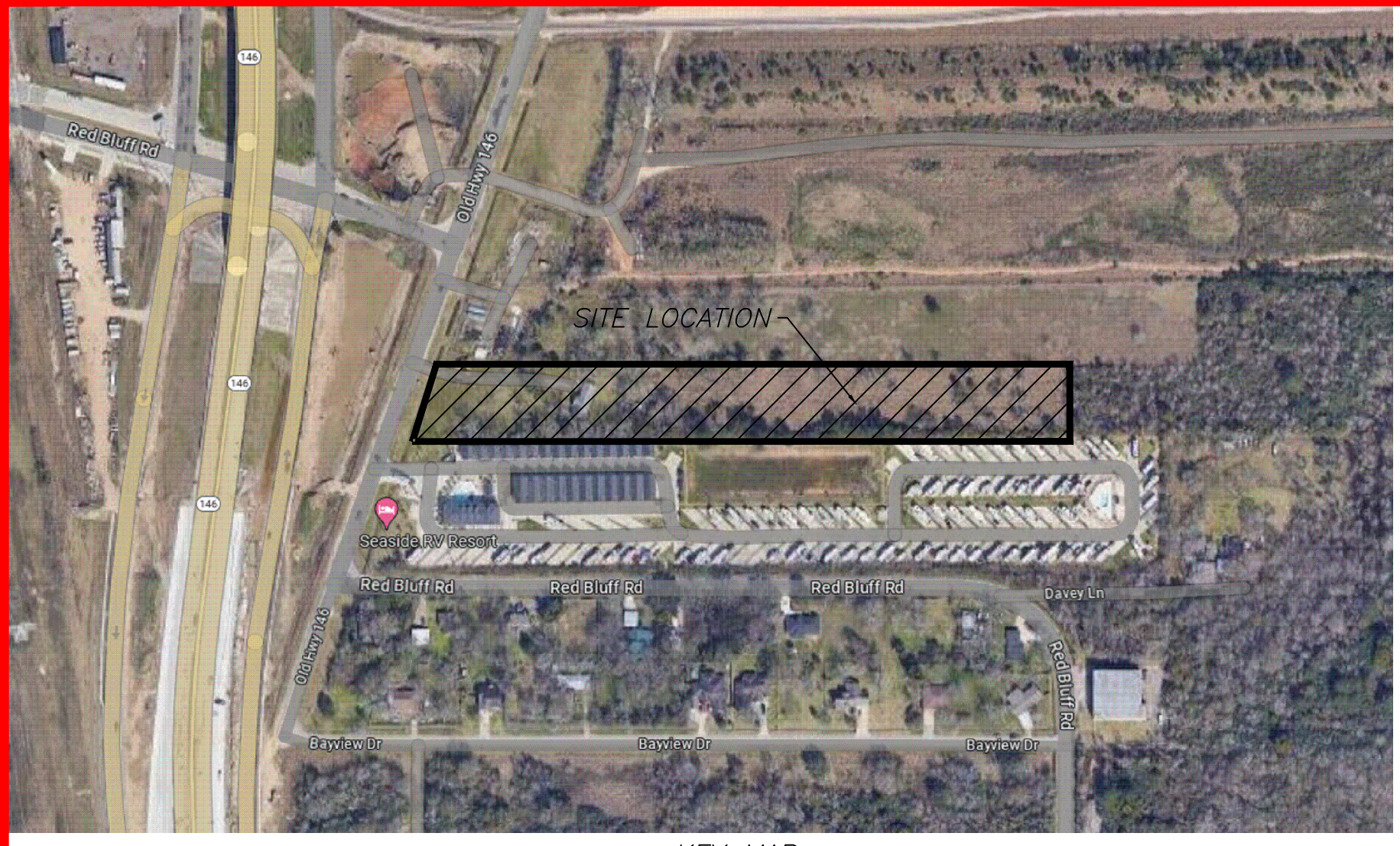
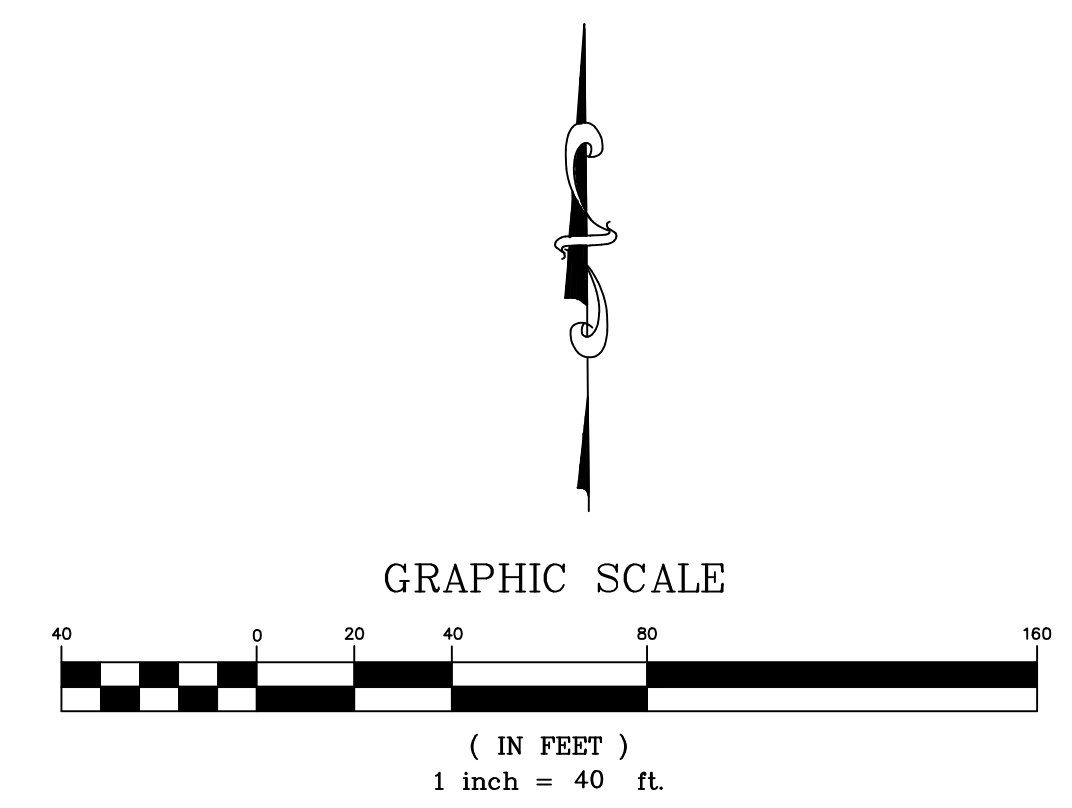
RED BLUFF ROAD (60' R.O.W.)

 AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

"QUIET WAREHOUSING"

"LI / C2-PUD"

DEVELOPED BY
STARSHIP TEXAS CITY, LLC



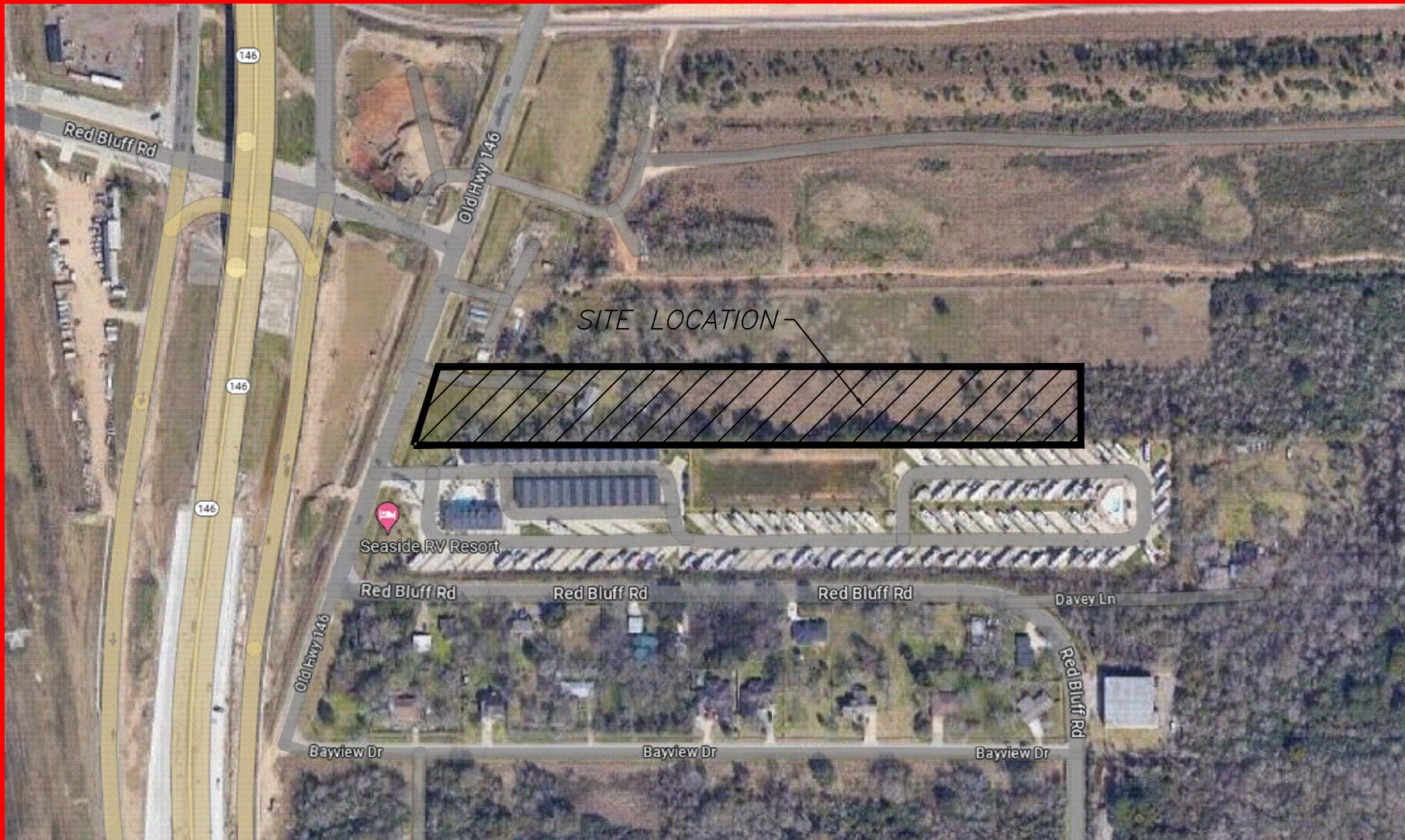
KEY MAP
N.T.S.

AERIAL PLAN EXHIBIT D-2



 AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

RED BLUFF ROAD (60' R.O.W.)

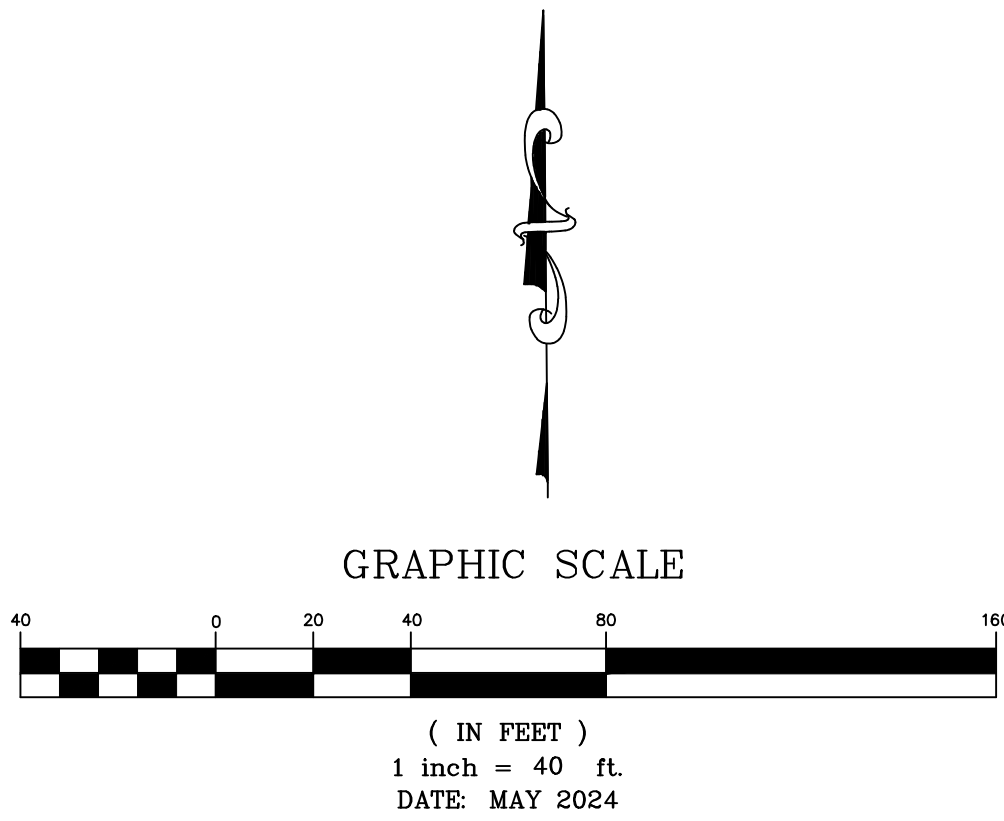


KEY MAP
N.T.S.

”QUIET WAREHOUSING”

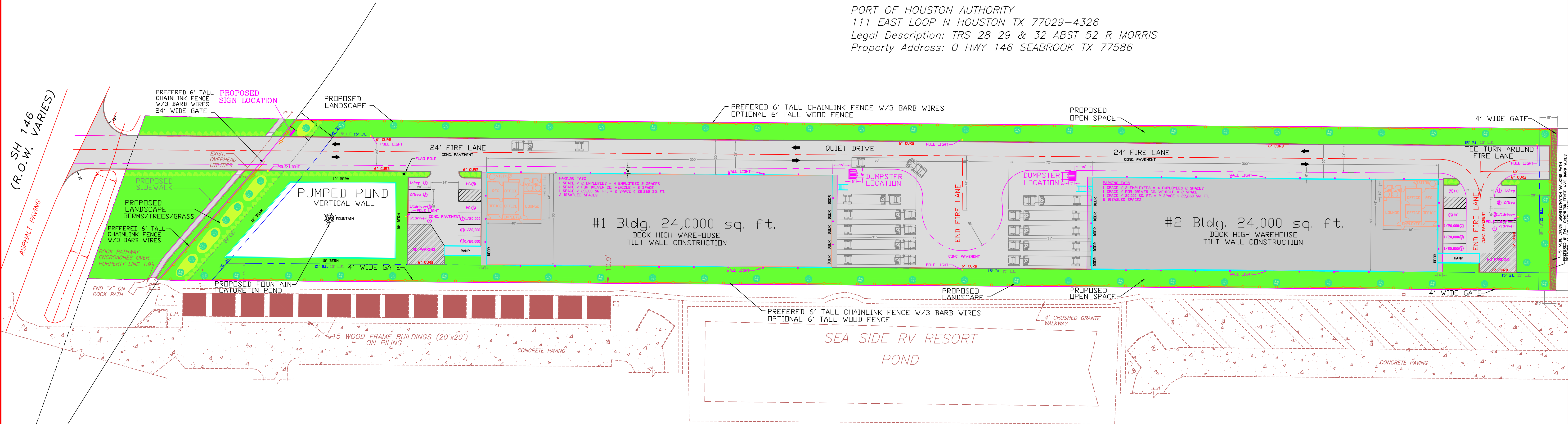
”LI / C2-PUD”

DEVELOPED BY
STARSHIP TEXAS CITY, LLC



PROPERTY OWNERS 500 FEET NORTH

PORT OF HOUSTON AUTHORITY
111 EAST LOOP N HOUSTON TX 77029-4326
Legal Description: TRS 28 29 & 32 ABST 52 R MORRIS
Property Address: 0 HWY 146 SEABROOK TX 77586



PROPERTY OWNERS 500 FEET SOUTHG

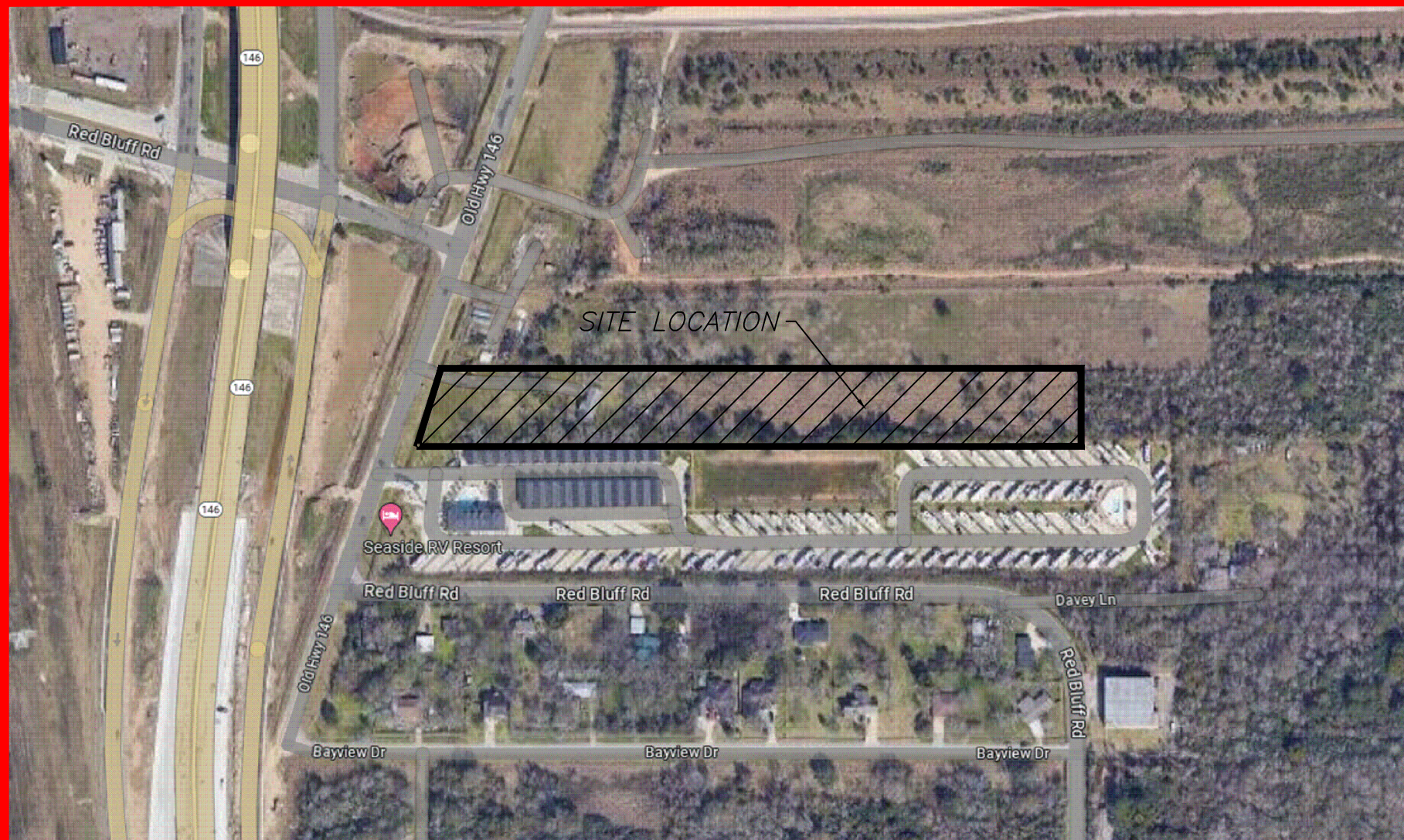
STARSHIP SEASIDE SEABROOK RV RESORT LLC
925 MARINA BAY DR KEMAH TX 77565-2572
Legal Description: TR 31 ABST 52 R MORRIS
Property Address: 4001 OLD HWY 146 SEABROOK TX 77586

SITE PLAN EXHIBIT D-3

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)

AVERY RYAN & COMPANY
2419 DAVIS BLVD SUITE 302 DIMROD ST BACLIF TX 77518-2037 Legal Description: LT 25 & W 1/2 OF LT 26 BAYSHORE ACRES Property Address: 0 RED BLUFF RD SEABROOK TX 77586
HIGHLANDS JOSE F OLIVERA 1921 RED BLUFF SEABROOK TX 77586-1609 Legal Description: LT 24 BAYSHORE ACRES Property Address: 1921 RED BLUFF RD SEABROOK TX 77586
713- SANCHEZ NORMA A 1307 GLENCREST DR PASADENA TX 77502-5127 Legal Description: LT 23 BAYSHORE ACRES Property Address: 0 RED BLUFF RD SEABROOK TX 77586
SANCHEZ ARTURO M & NORMA A 1307 GLENCREST DR PASADENA TX 77502-5127 Legal Description: LT 22 BAYSHORE ACRES Property Address: 0 RED BLUFF RD SEABROOK TX 77586
c_benjamin austin sherry 1937 RED BLUFF RD SEABROOK TX 77586-1609 Legal Description: LTS 20 & 21 BAYSHORE ACRES Property Address: 1937 RED BLUFF RD SEABROOK TX 77586

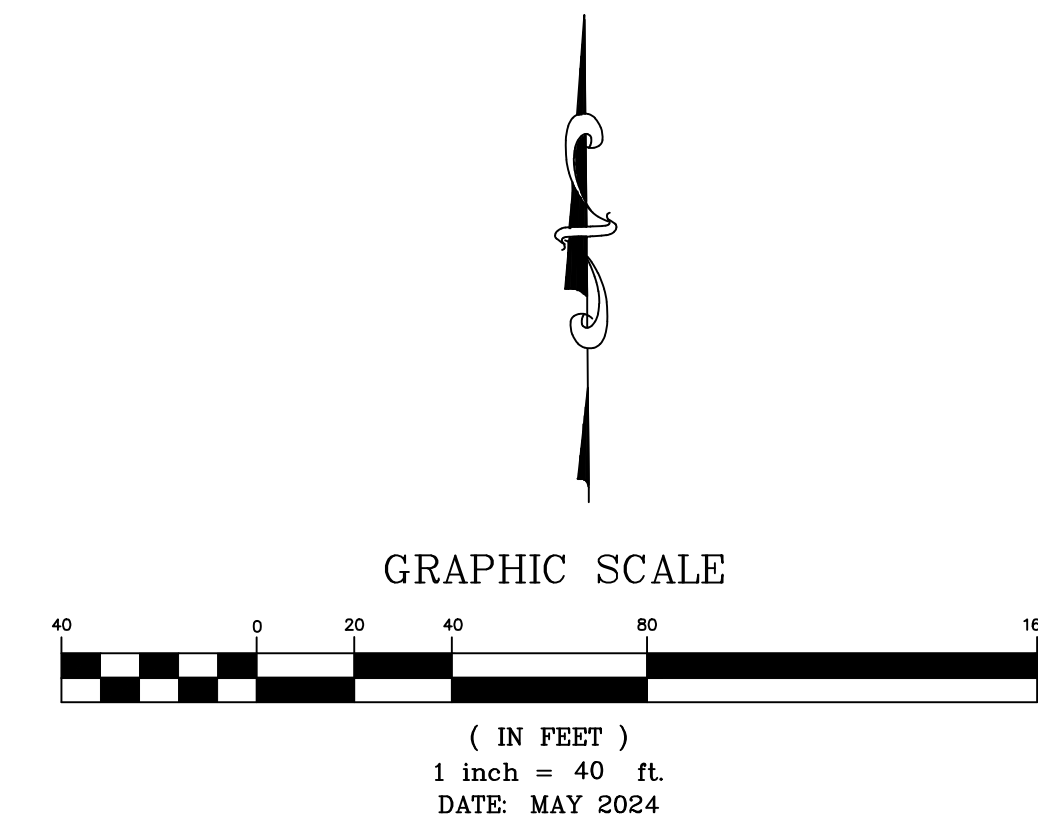


KEY MAP
N.T.S.

”QUIET WAREHOUSING”

”LI / C2-PUD”

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STARSHIP TEXAS CITY, LLC

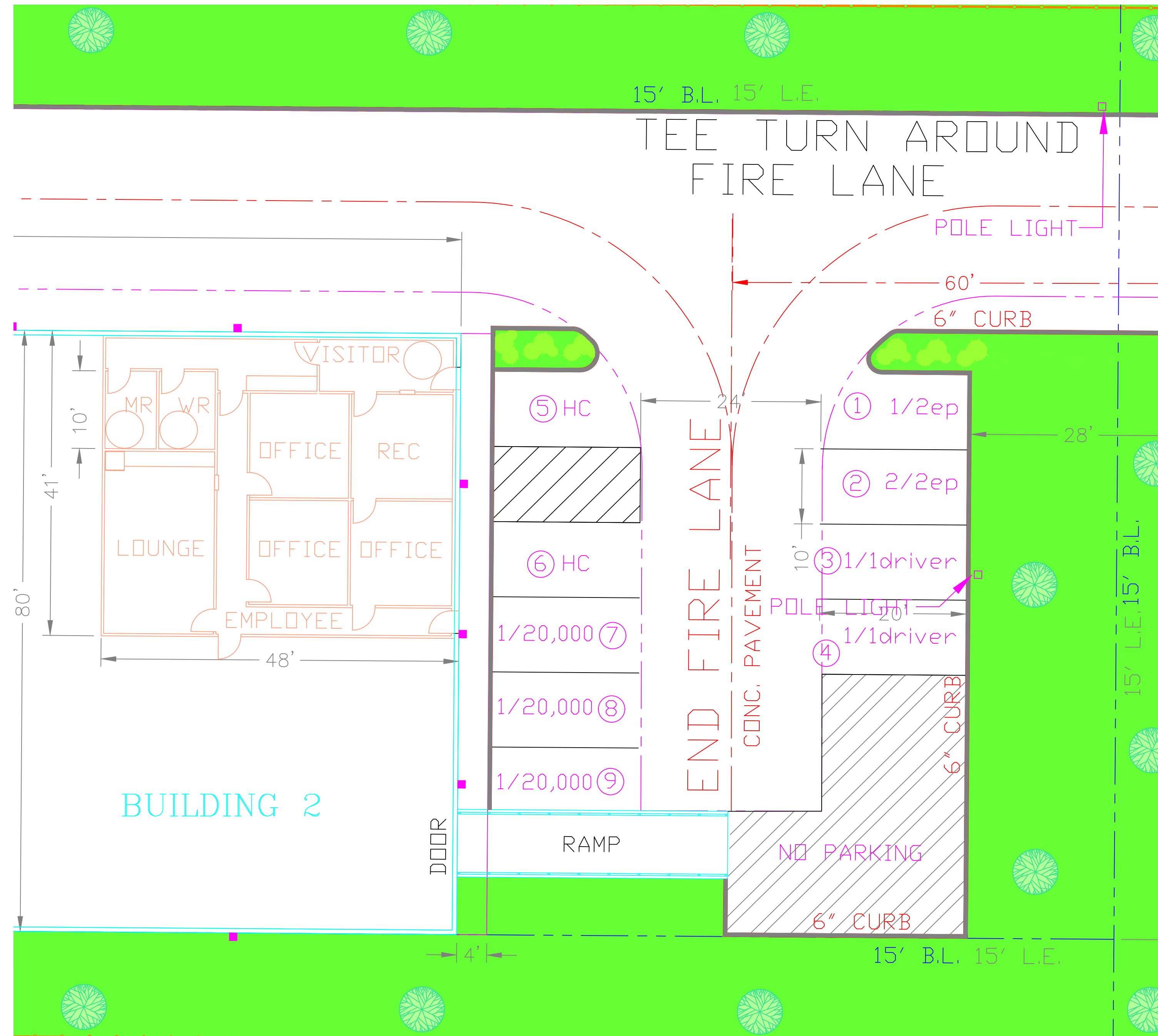
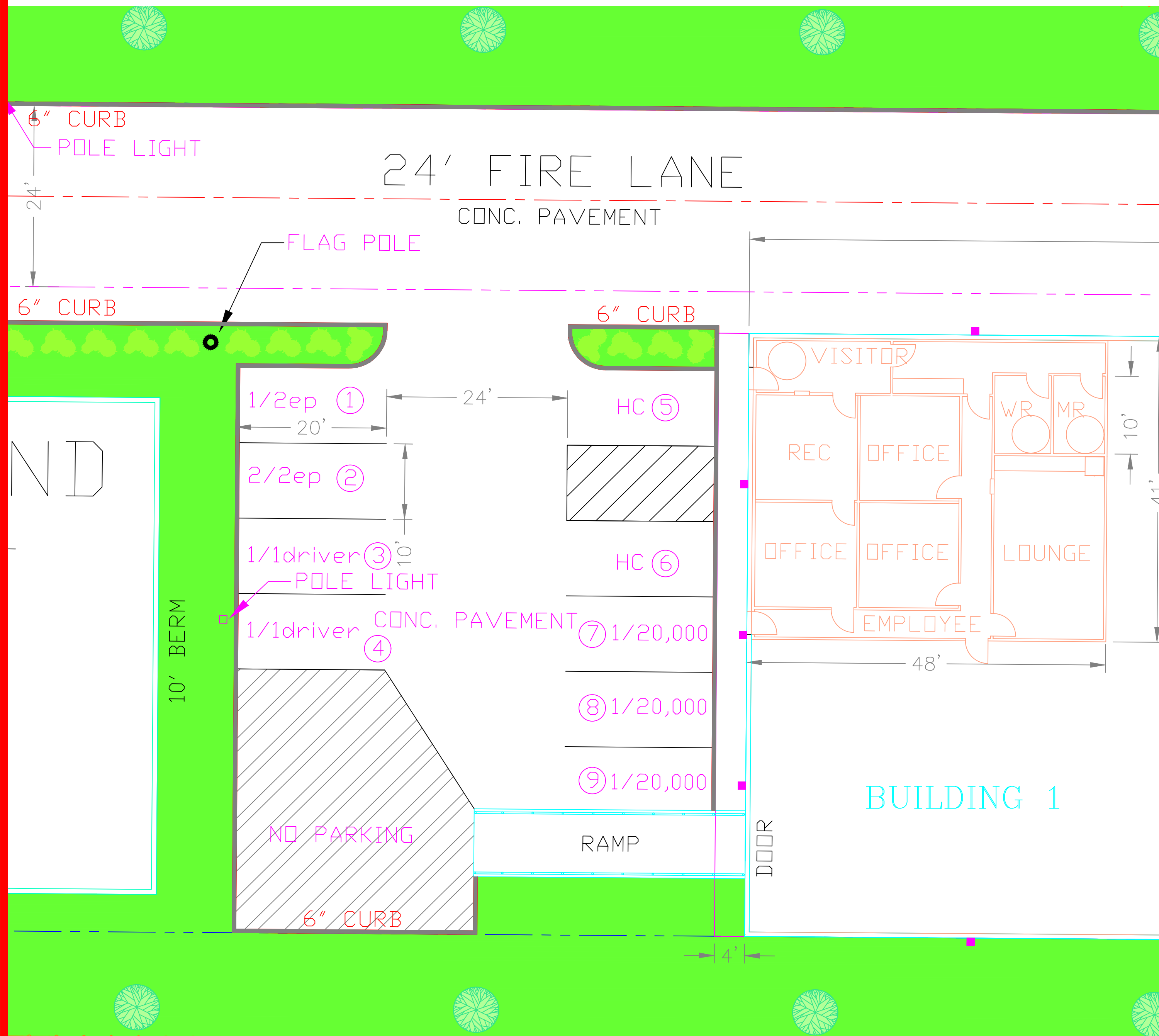


BUILDING #1 PARKING TABS

1 SPACE / 2 EMPLOYEES = 4 EMPLOYEES 2 SPACES
1 SPACE / FOR DRIVER CO. VEHICLE = 2 SPACE
1 SPACE / 20,000 SQ. FT. = 2 SPACE < 24,000 SQ. FT.
2 DISABLED SPACES

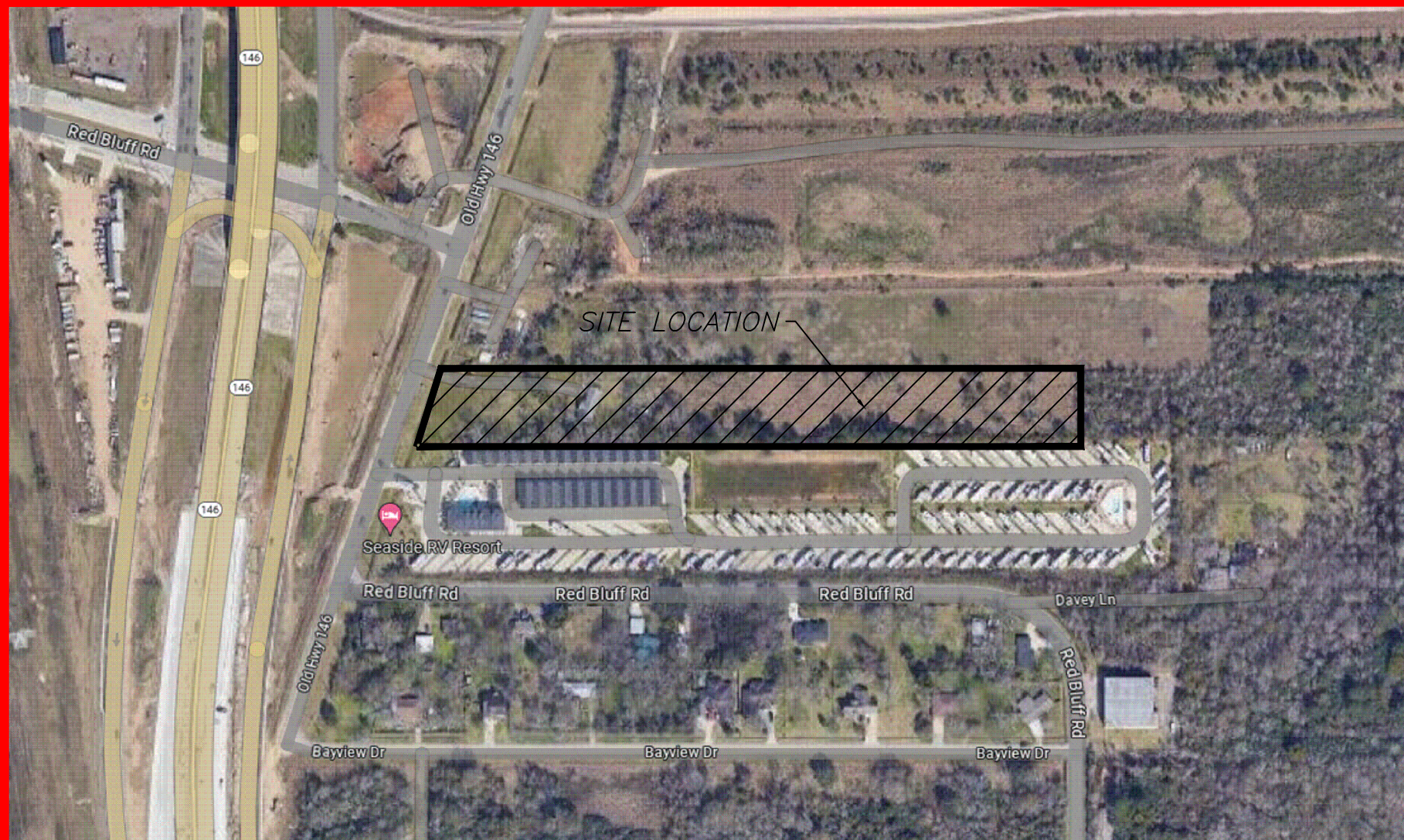
BUILDING #2 PARKING TABS

1 SPACE / 2 EMPLOYEES = 4 EMPLOYEES 2 SPACES
1 SPACE / FOR DRIVER CO. VEHICLE = 2 SPACE
1 SPACE / 20,000 SQ. FT. = 2 SPACE < 24,000 SQ. FT.
2 DISABLED SPACES



AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

PARKING PLAN
EXHIBIT D-4

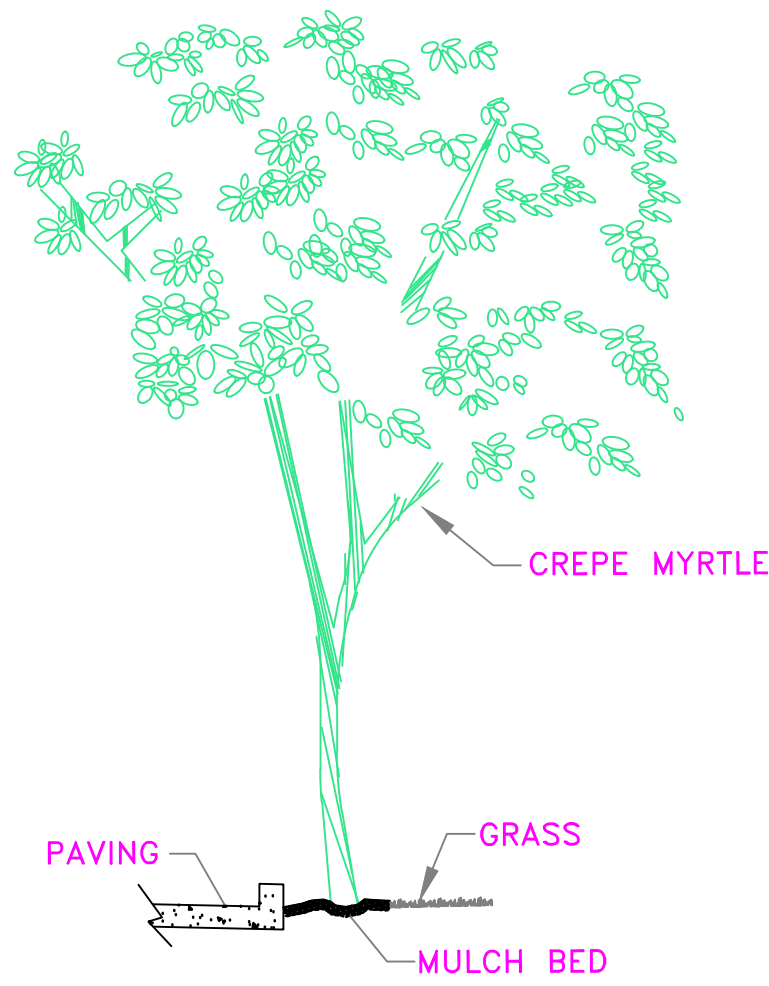


KEY MAP
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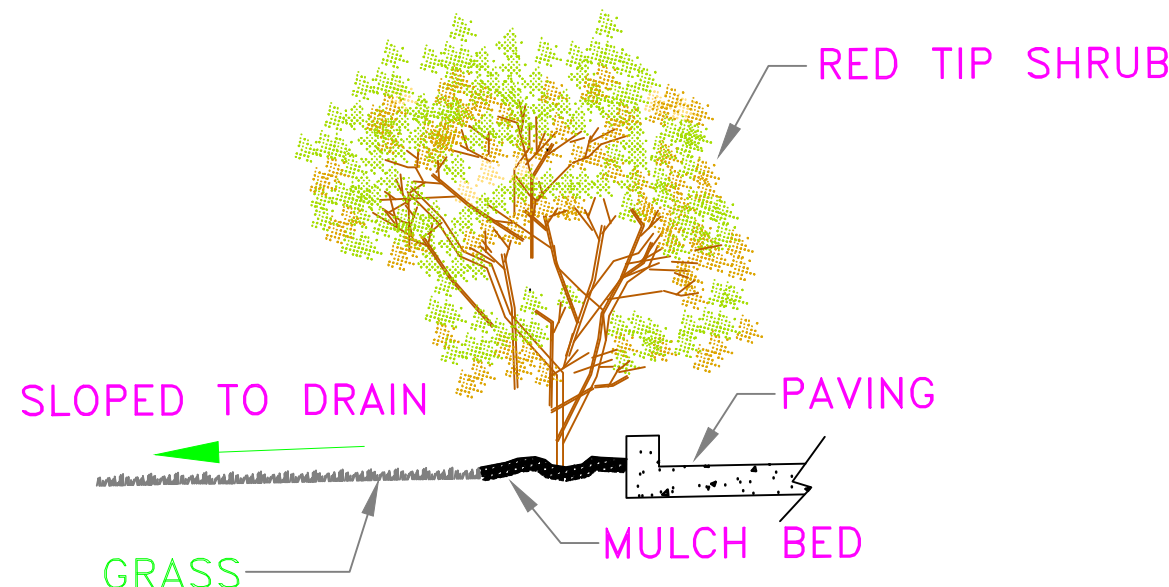
"QUIET WAREHOUSING"

"LI / C2-PUD"

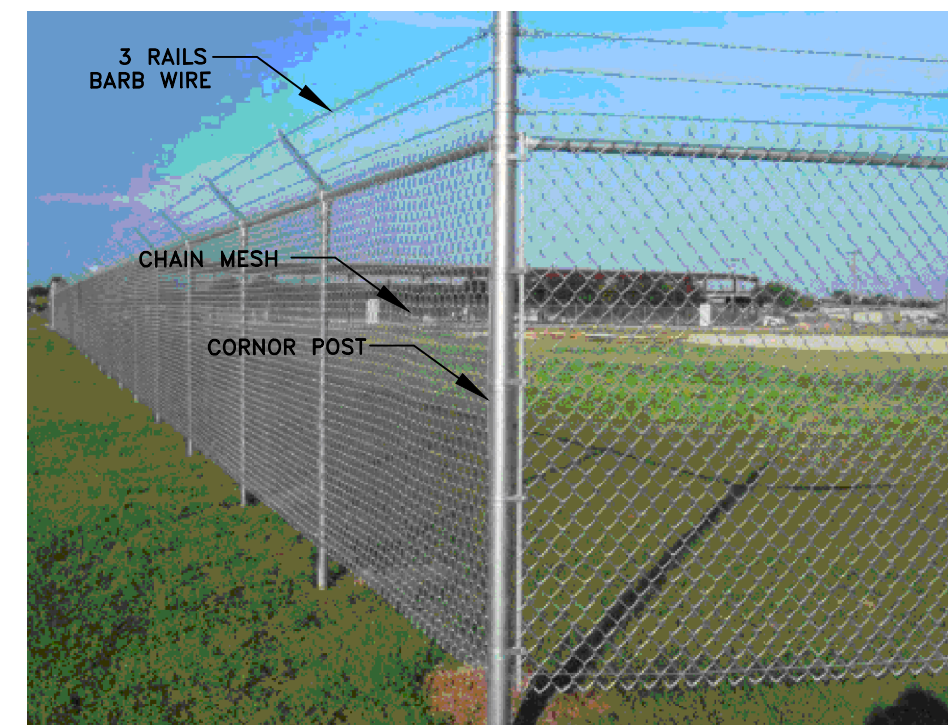
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



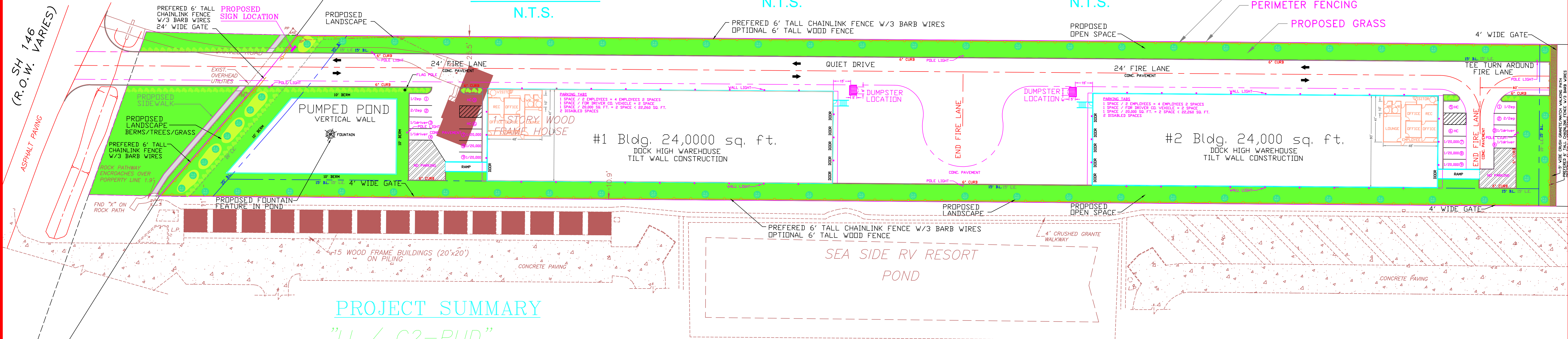
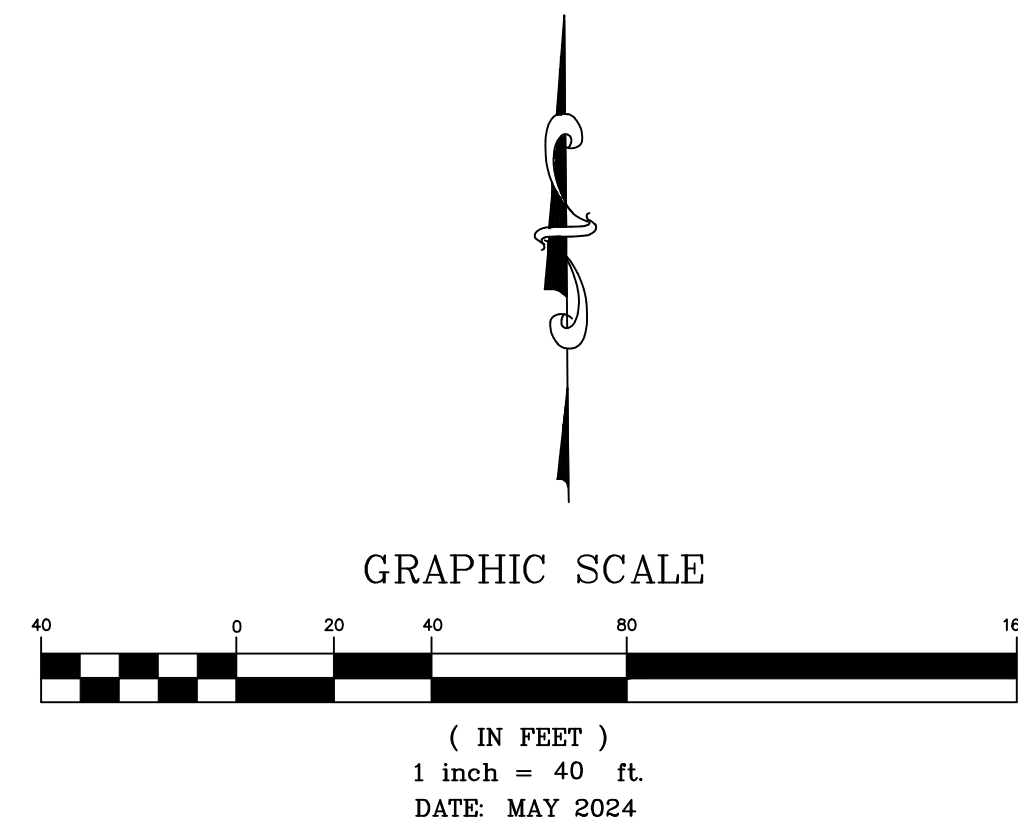
SECTION "B"
N.T.S.



SHRUBS
N.T.S.



PERIMETER FENCING
N.T.S.



PROJECT SUMMARY

"LI / C2-PUD"

2 - TILT WALL WAREHOUSE BUILDINGS = 24,000 SQ. FT. EACH
TOTAL AREA = 3.695 ACRES or 160,954 SQ. FT.

"OPEN SPACE TOTALS"

EXISTING= 3.695 ACRES TOTAL LAND (160,954 sq. ft.)

32,190 sq. ft. REQUIRED OPEN SPACE

49,603 sq. ft. POND & GREEN SPACES PROVIDED

"EXISTING UTILITIES" (CITY OF SEABROOK)

EXISTING= 12" WATER AND 12" SANITARY SEWER

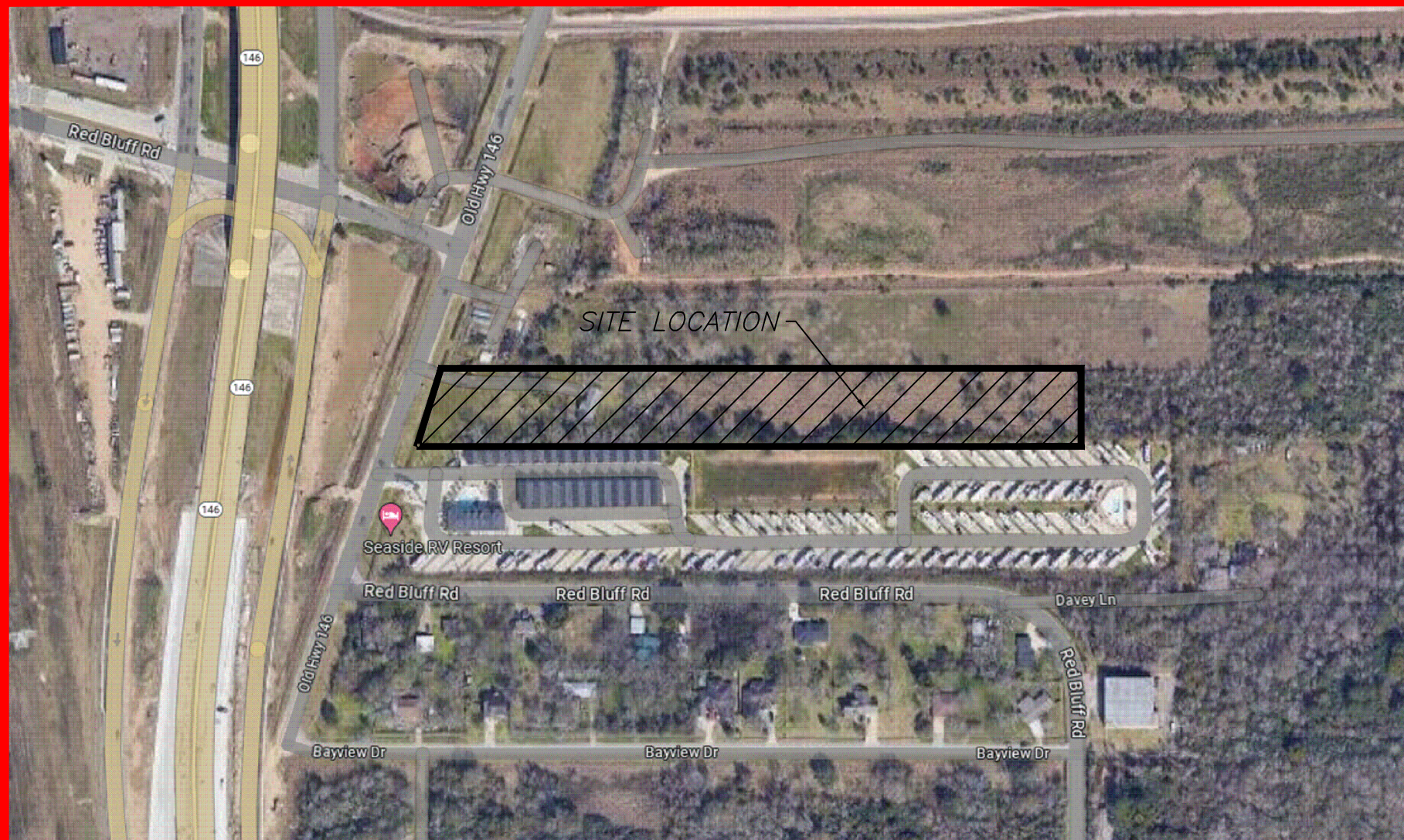
OPEN SPACE &
LANDSCAPE PLAN
EXHIBIT D-5

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)



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713-725-7302
c_bennett1@comcast.net

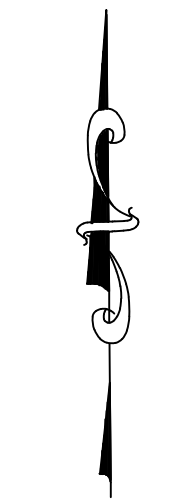


KEY MAP
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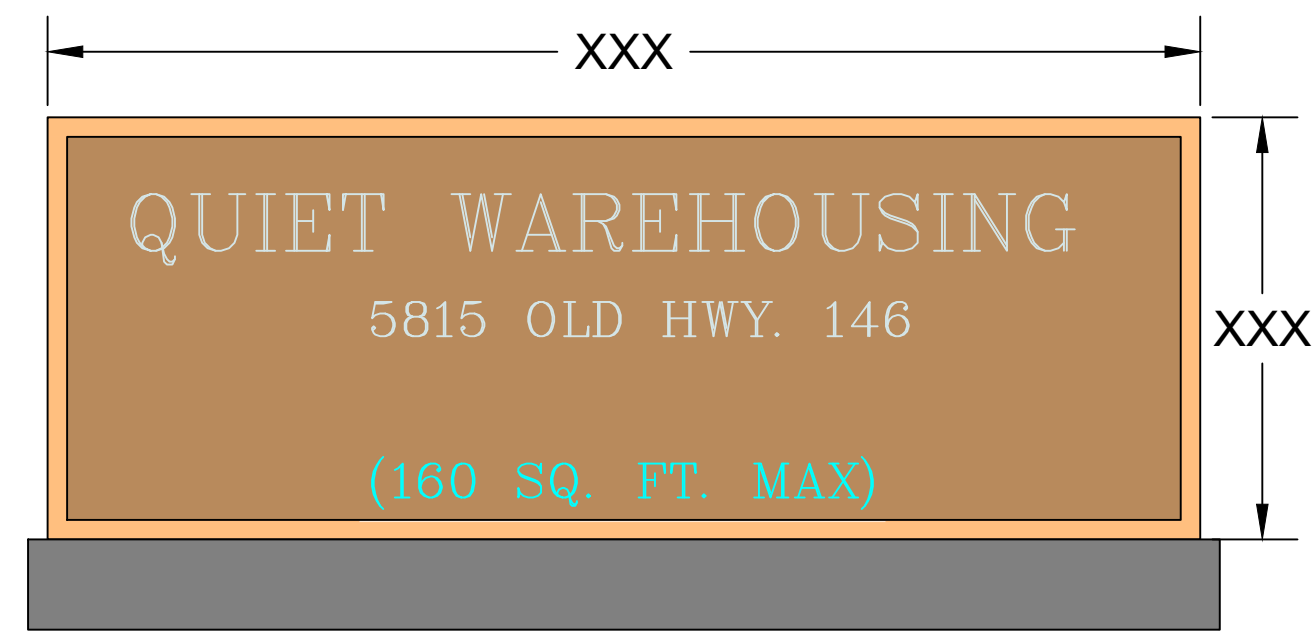
”QUIET WAREHOUSING”

”LI / C2-PUD”

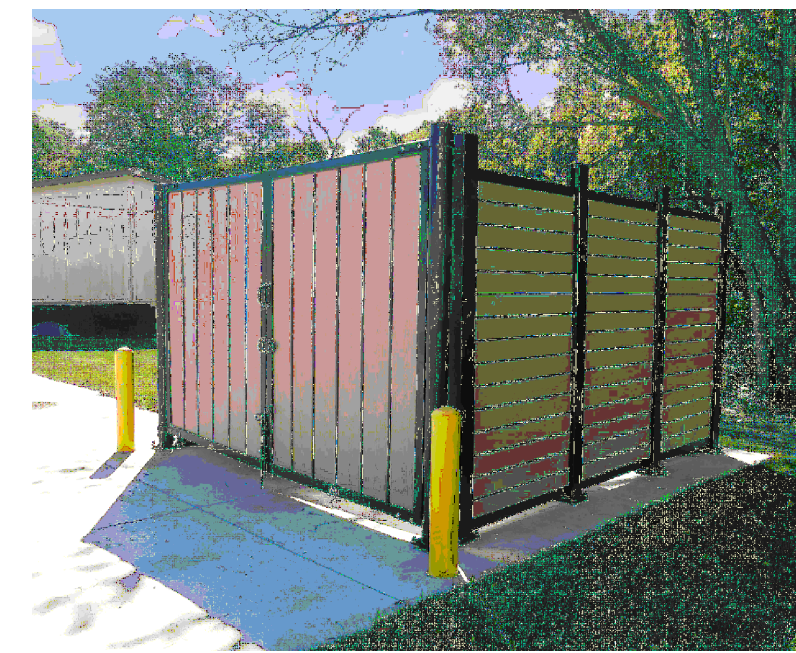
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



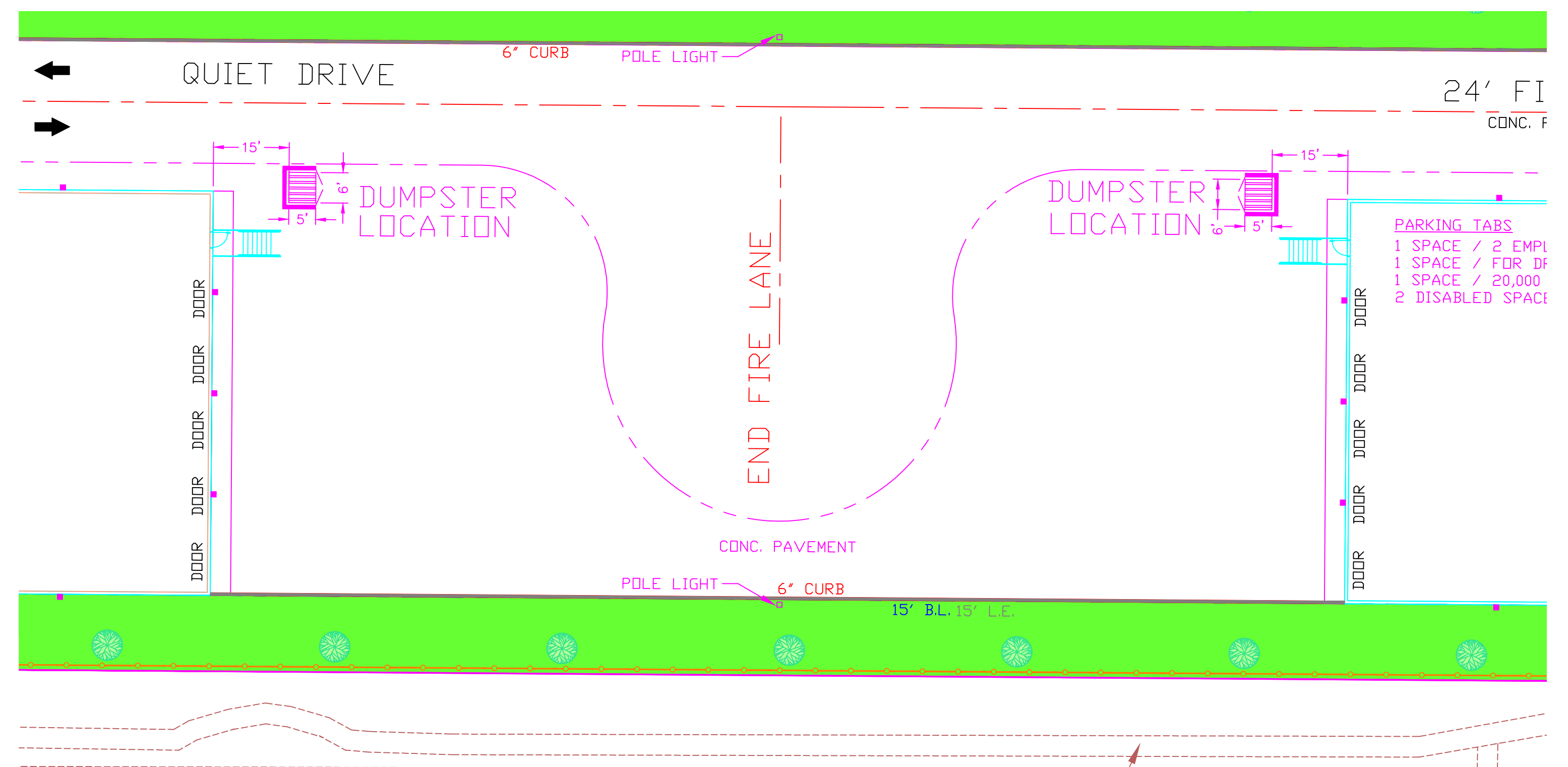
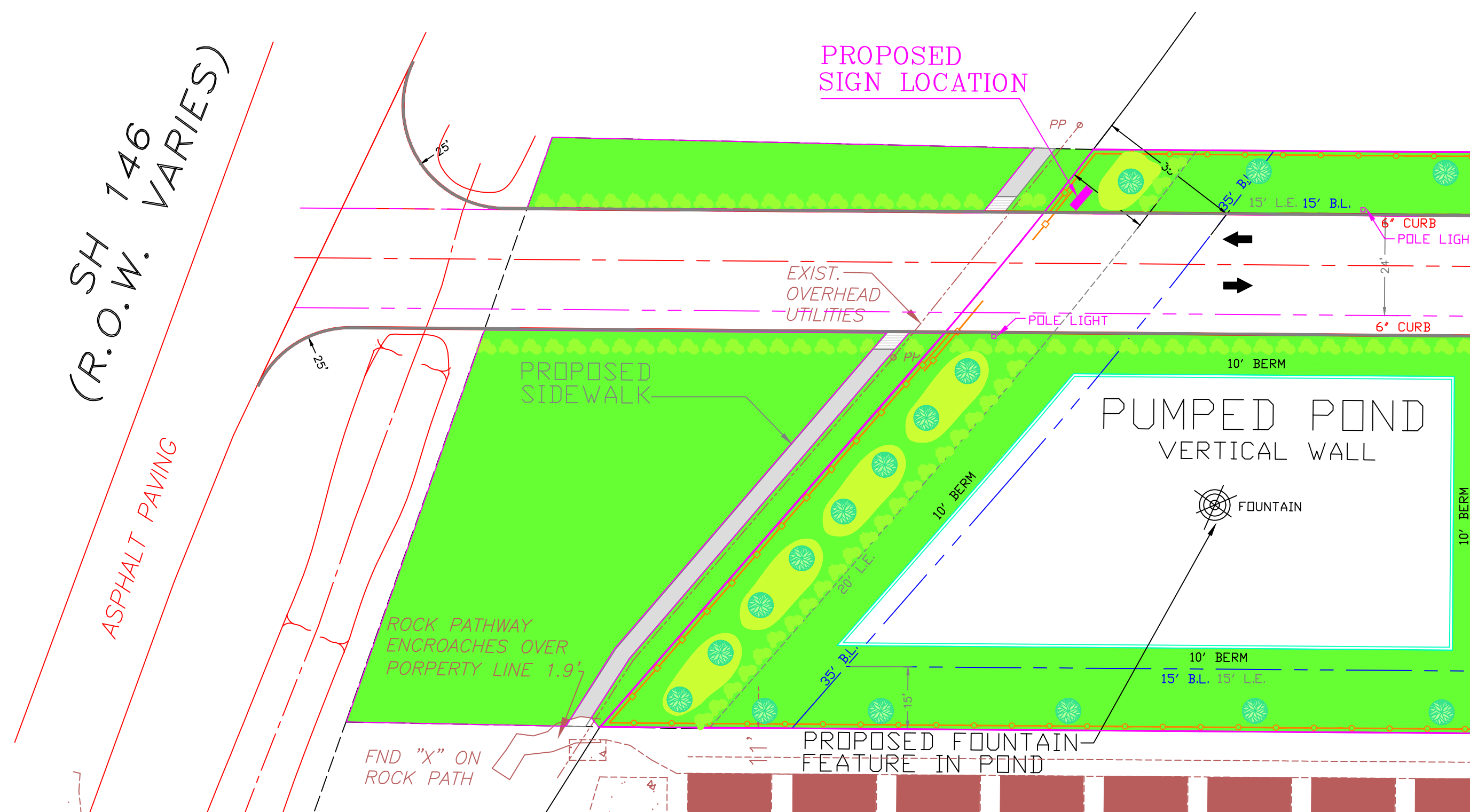
N.T.S.
DATE: MAY 2024



PROPOSED SIGNAGE

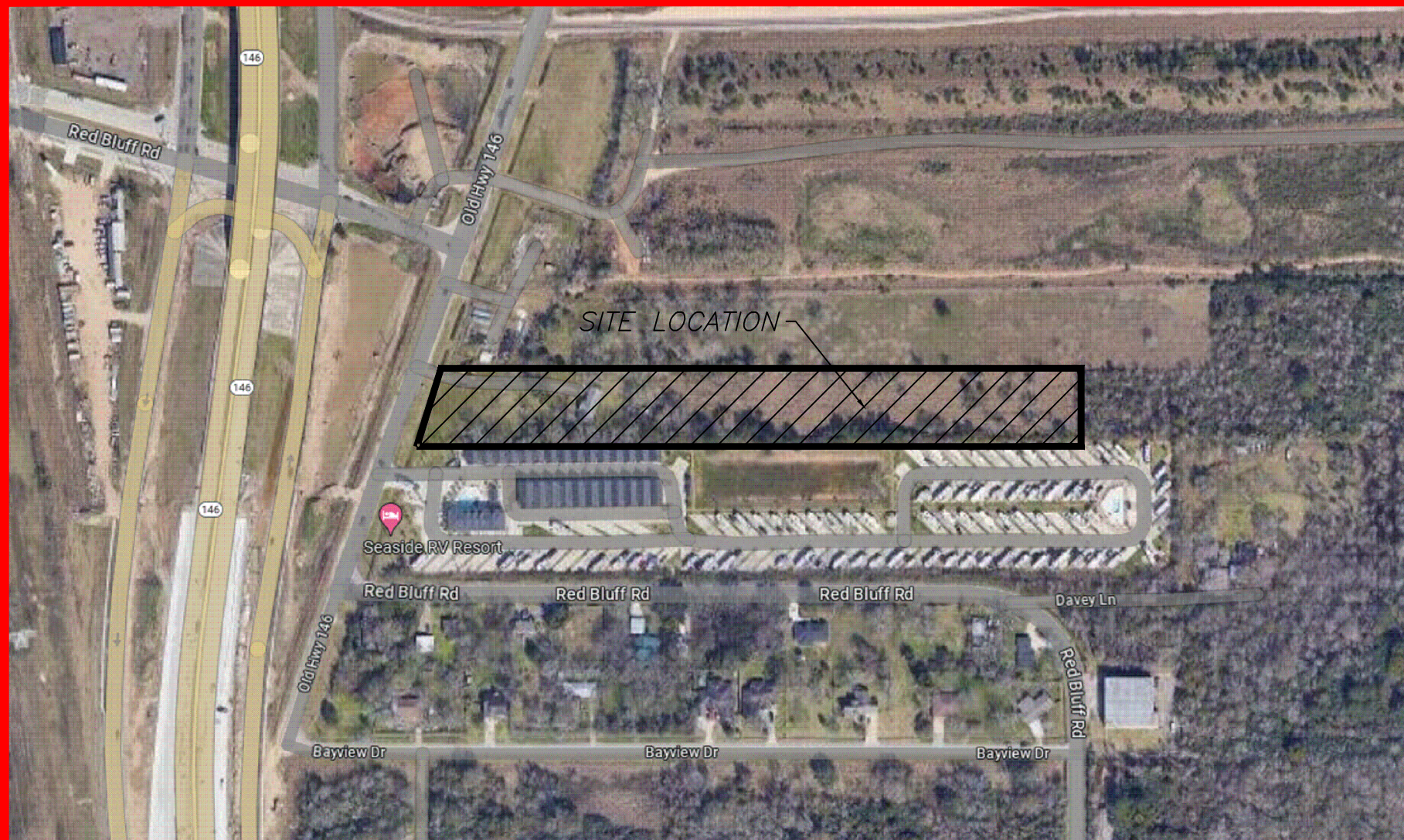


PROPOSED ENCLOSED DUMPSTER



AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

SIGN & SOLID
WASTE PLAN
EXHIBIT D-6

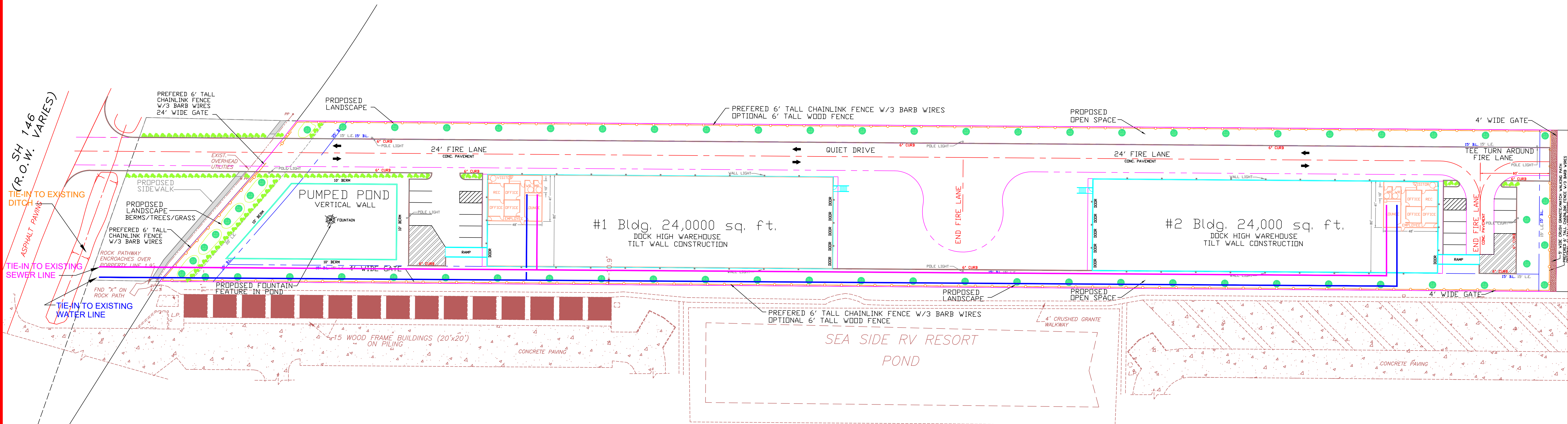
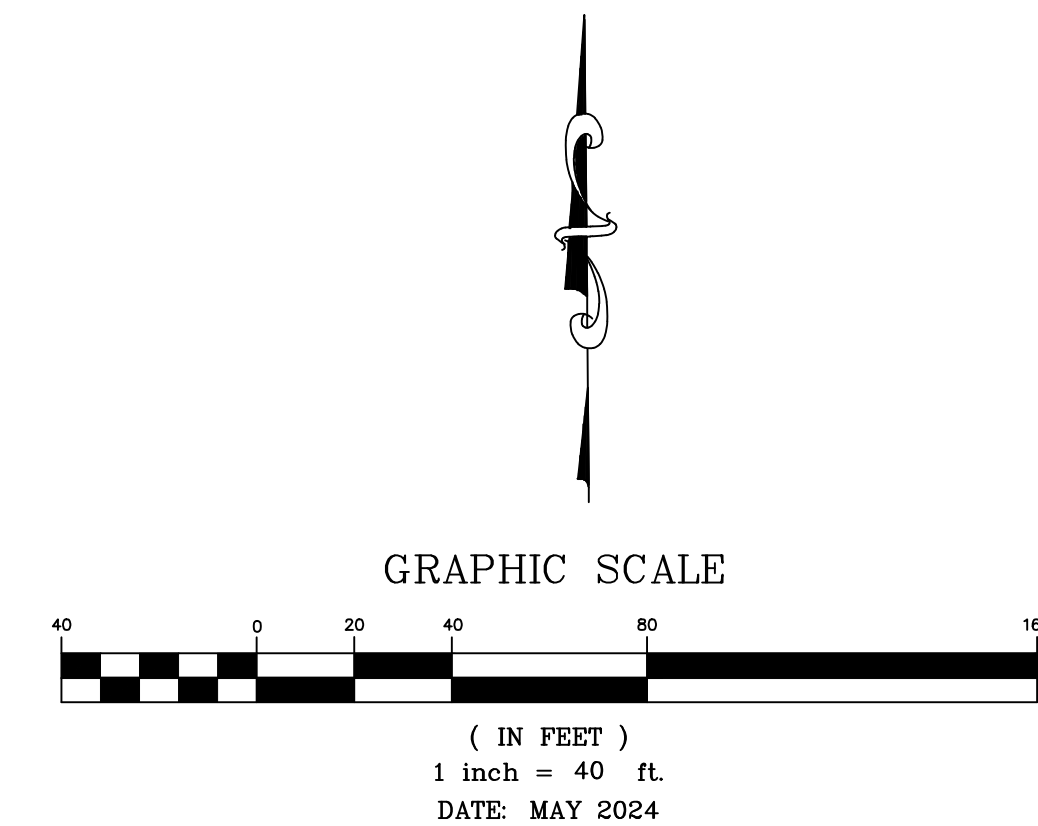


KEY MAP
N.T.S.

”QUIET WAREHOUSING”

”LI / C2-PUD”

DEVELOPED BY
STARSHIP TEXAS CITY, LLC



SANITARY SWR. AND WATER LEGEND

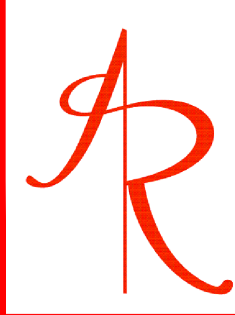
- SAN. SWR.
- WATER

EXISTING UTILITIES & PROPOSED UTILITIES

EXHIBIT D-7

N 88°50'00" W 1287.48'

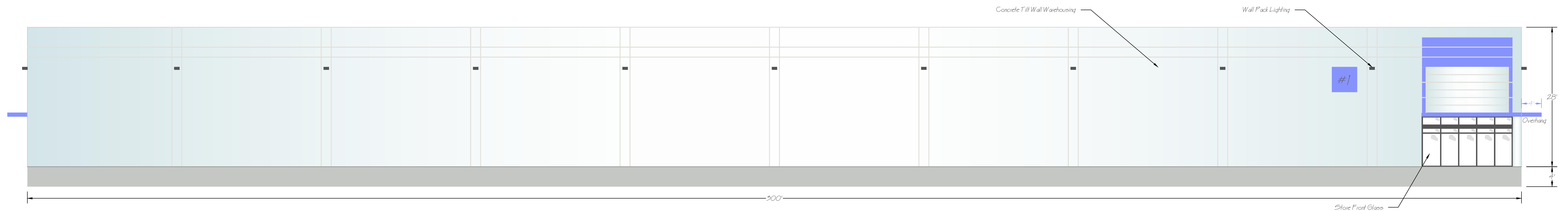
RED BLUFF ROAD (60' R.O.W.)

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2419 DAFFODIL ST.
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713-725-7302
c_bennett1@comcast.net

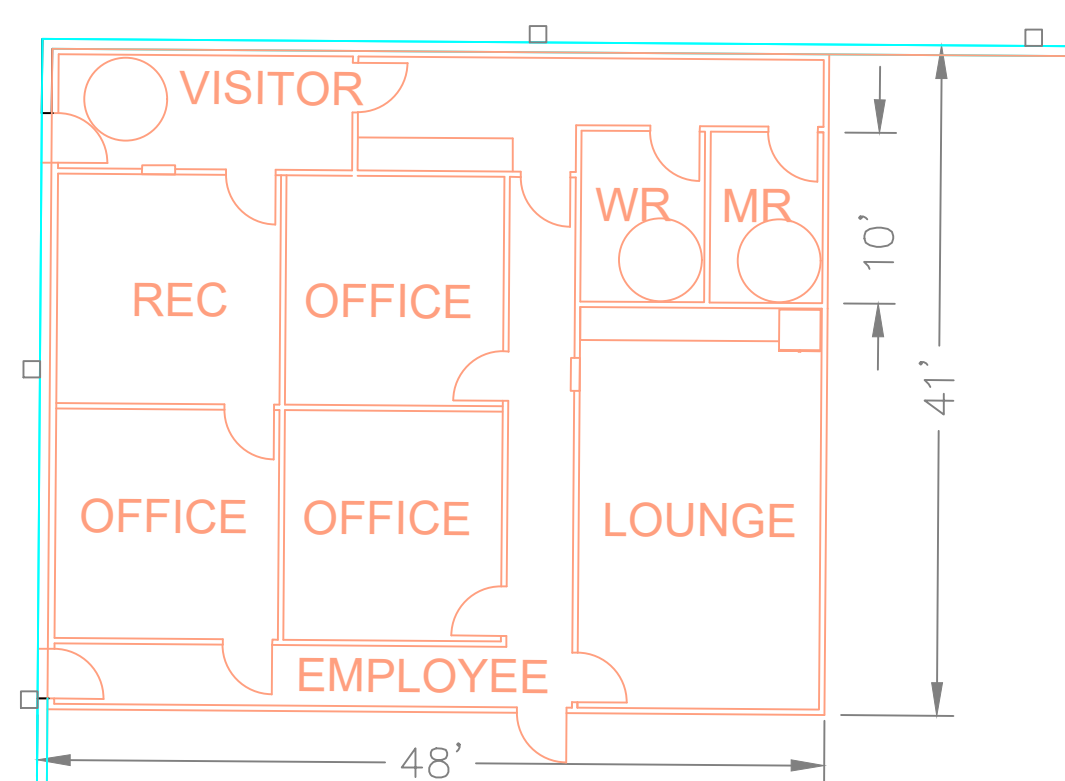
” QUIET WAREHOUSING ”

”LI / C2-PUD”

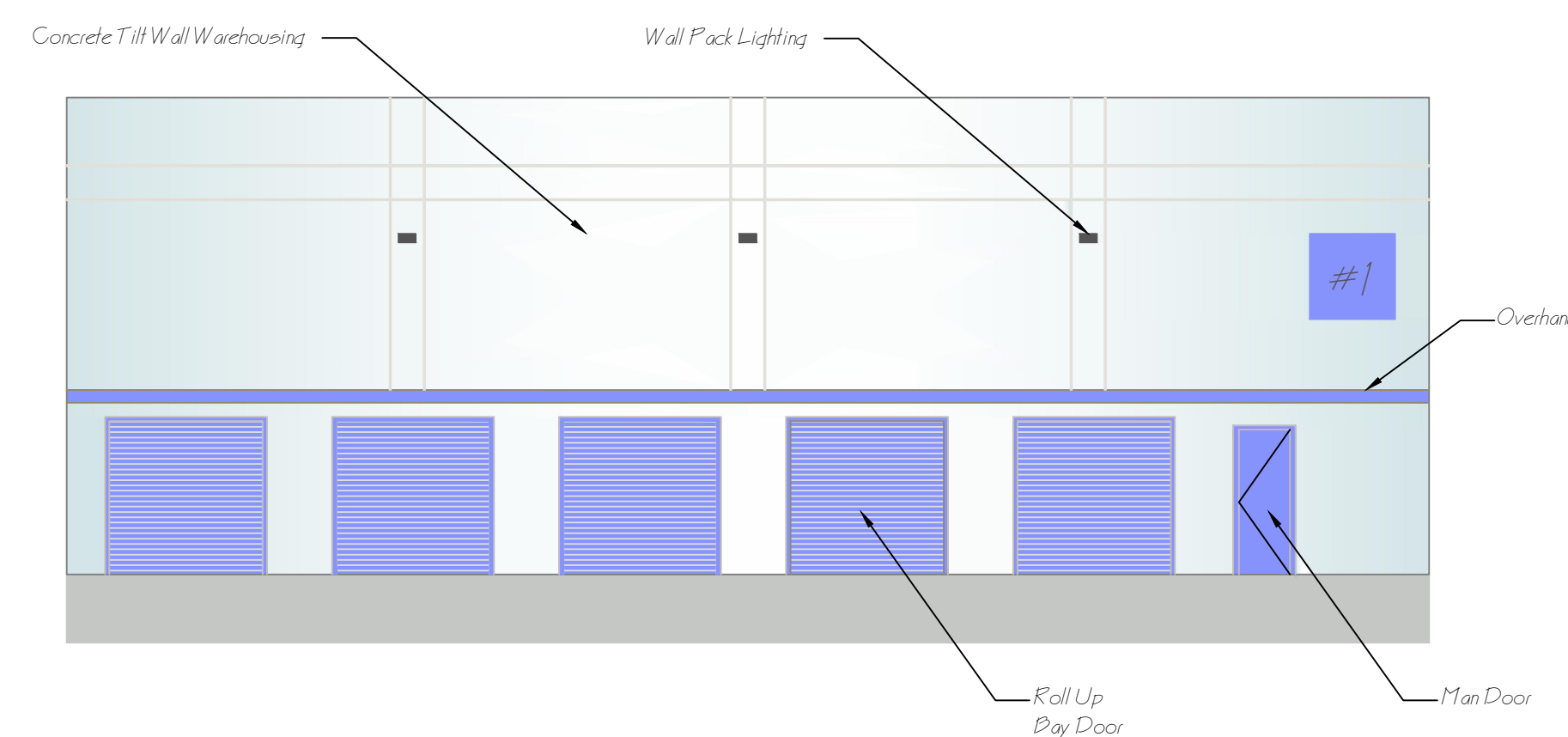
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



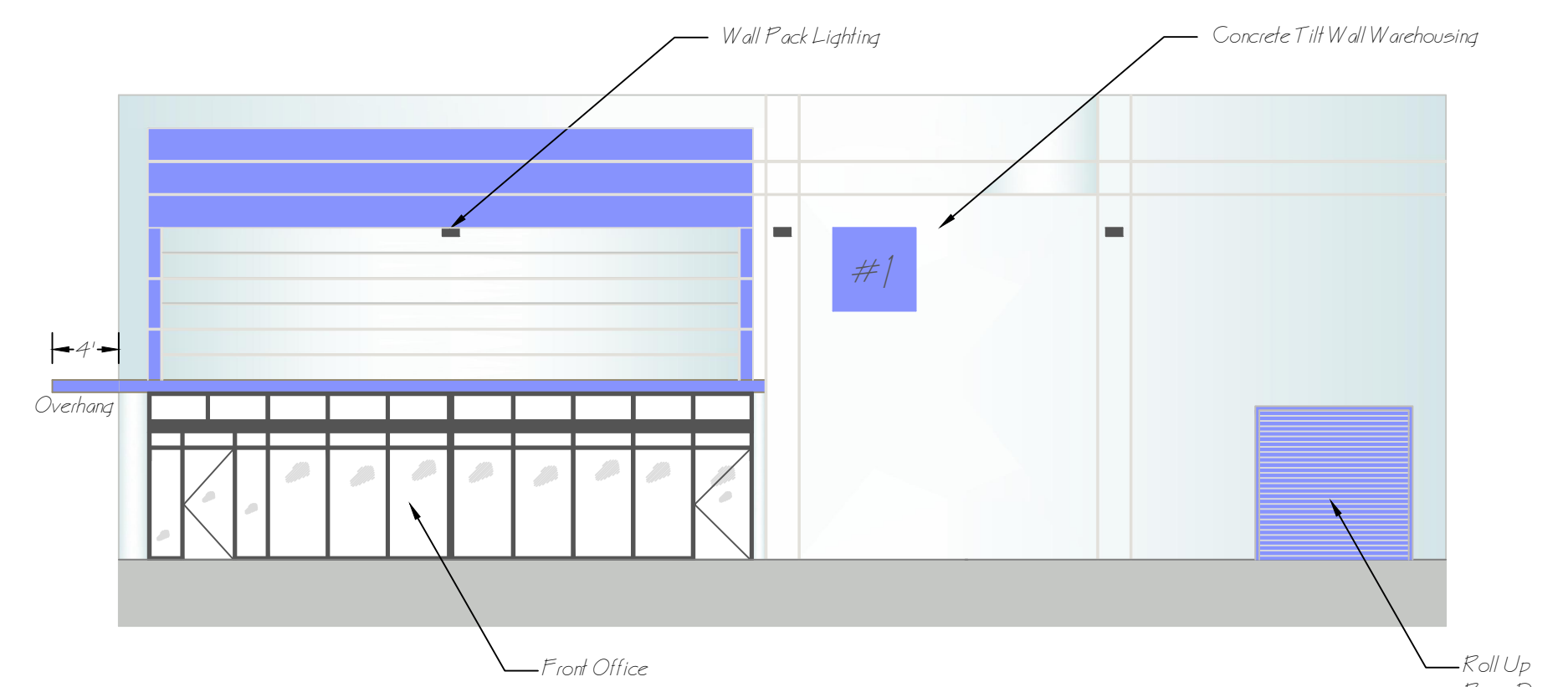
Bldg. #1 Side Wall Elevation
Looking South



Office Area
Floor Plan



Bldg. #1 Rear Elevation
Looking West



Bldg. #1 Front Elevation
Looking East



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713-725-7302
c_bennett1@comcast.net

BUILDING ELEVATIONS
EXHIBIT D-8

"QUIET WAREHOUSING"

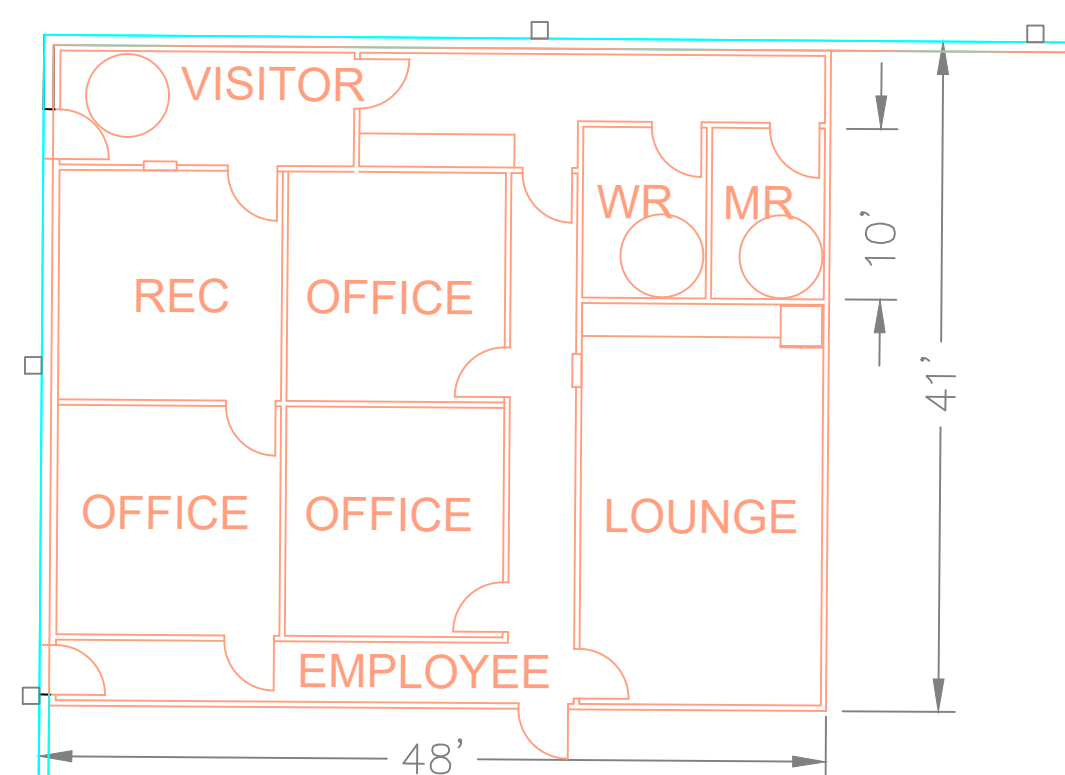
"LI / C2-PUD"

DEVELOPED BY
STARSHIP TEXAS CITY, LLC

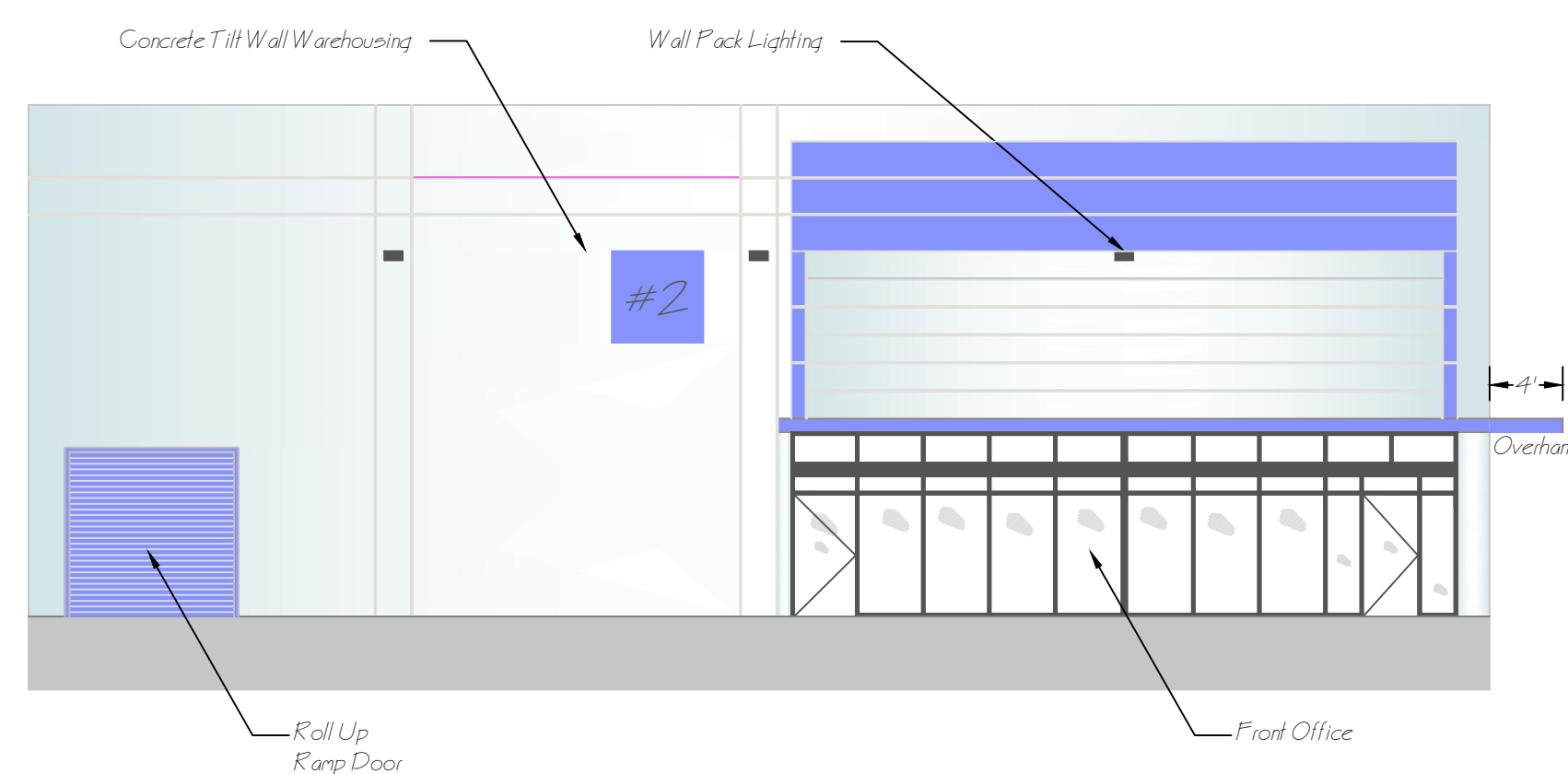


Bldg. #2 Side Wall Elevation

Looking South

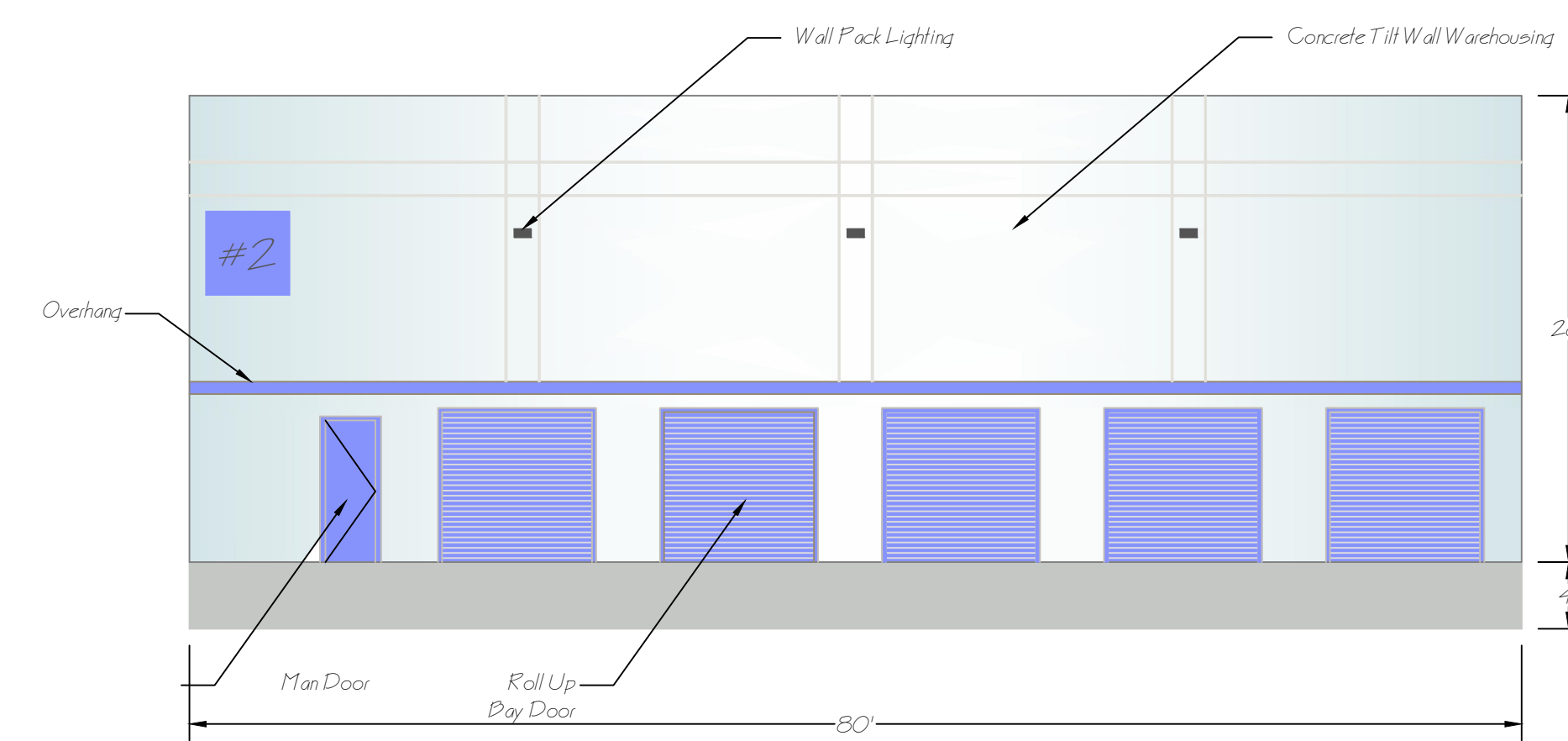


Office Area
Floor Plan



Bldg. #2 Front Elevation

Looking West



Bldg. #2 Rear Elevation

Looking East

Quit Warehousing Development Schedule

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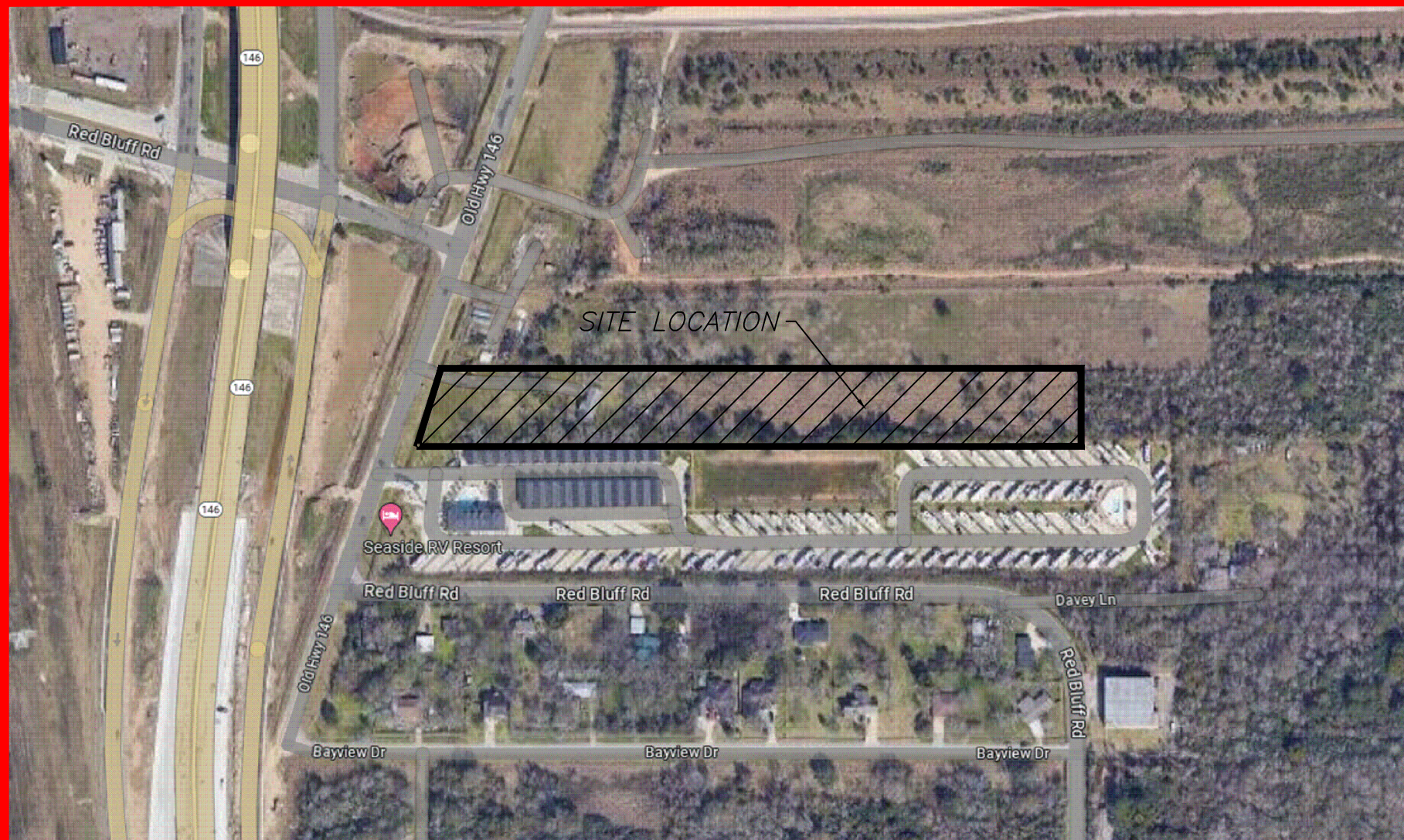
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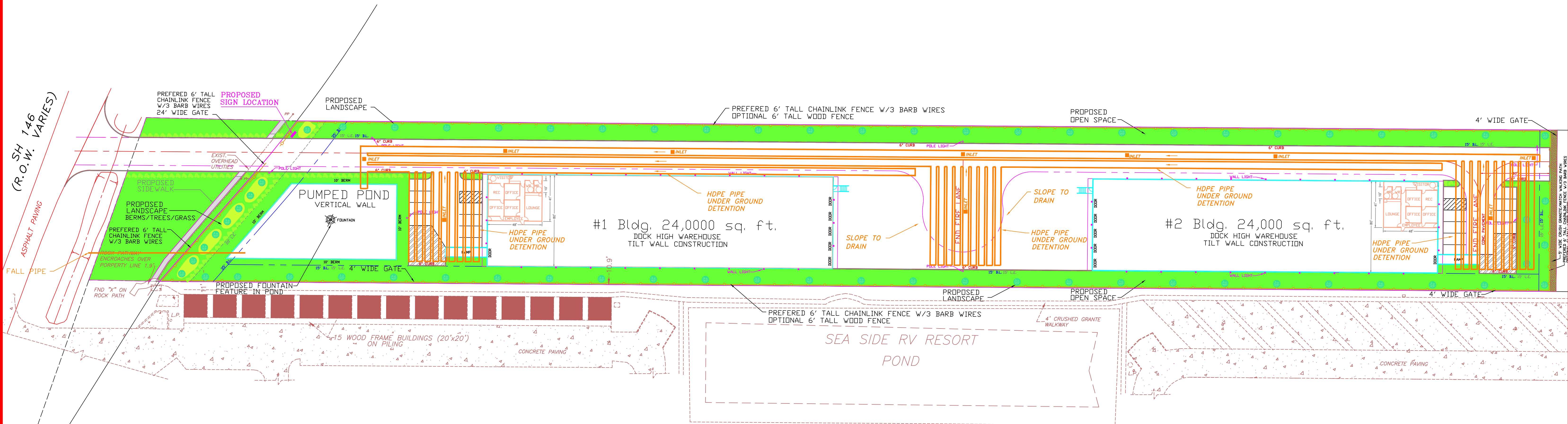
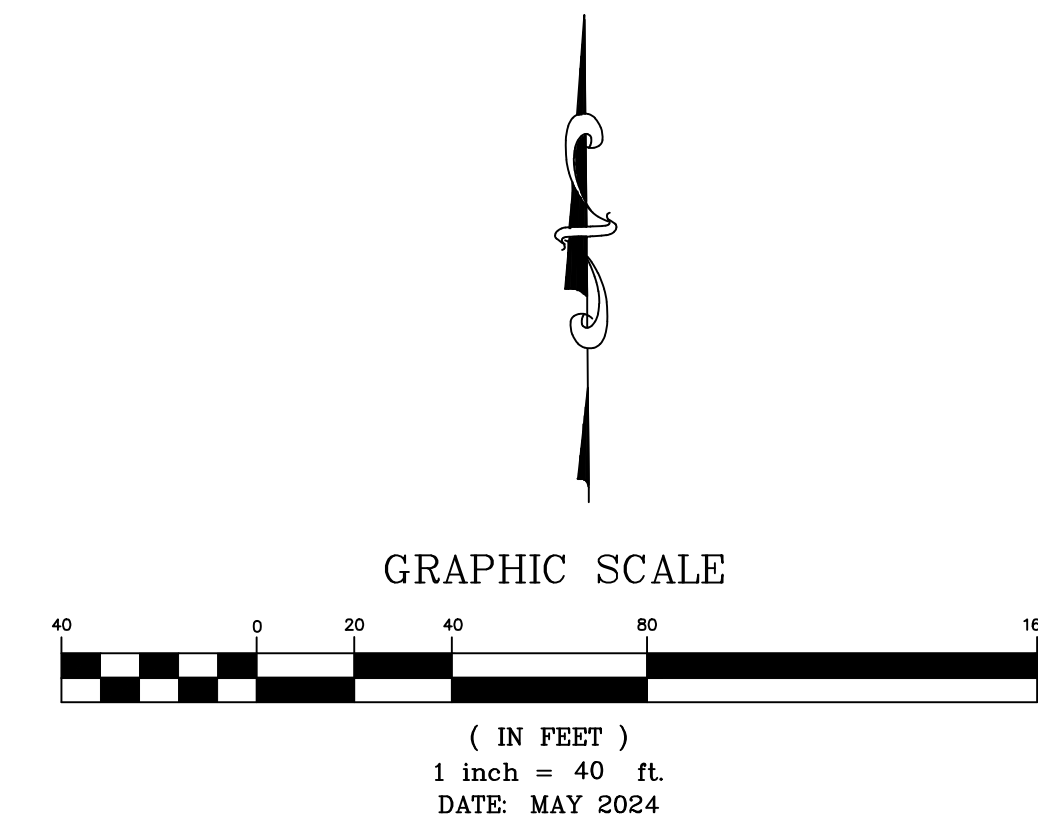


KEY MAP
N.T.S.

"QUIET WAREHOUSING"

"LI / C2-PUD"

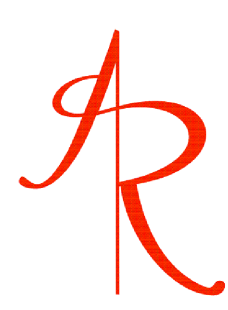
DEVELOPED BY
STARSHIP TEXAS CITY, LLC

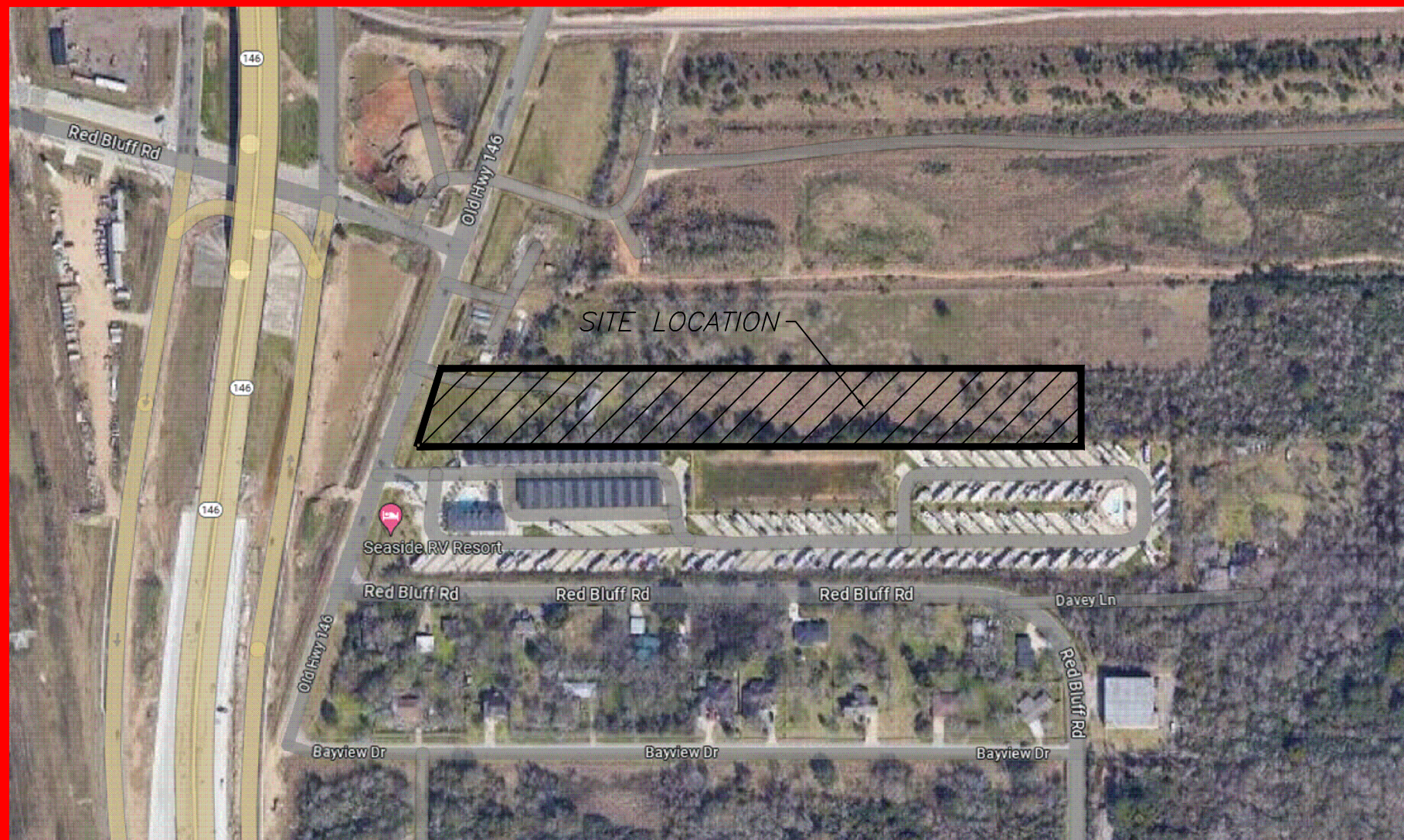


DRAINAGE PLAN EXHIBIT D-10

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)

 AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

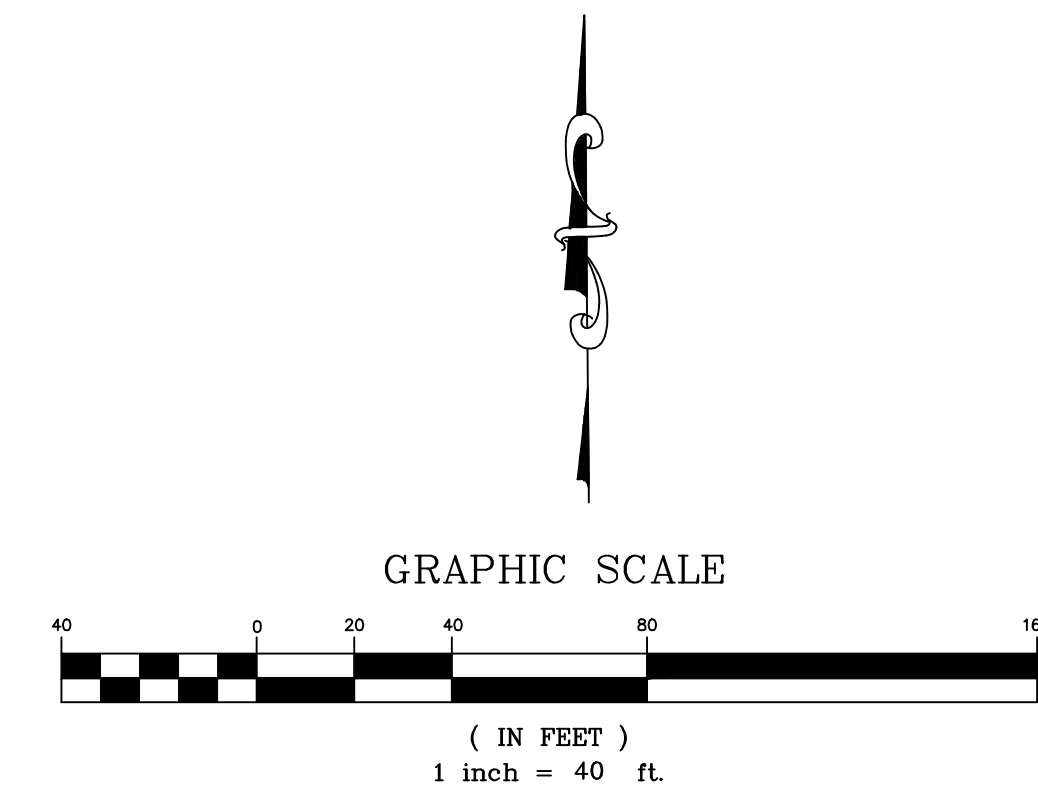


KEY MAP
N.T.S.

"QUIET WAREHOUSING"

"LI / C2-PUD"

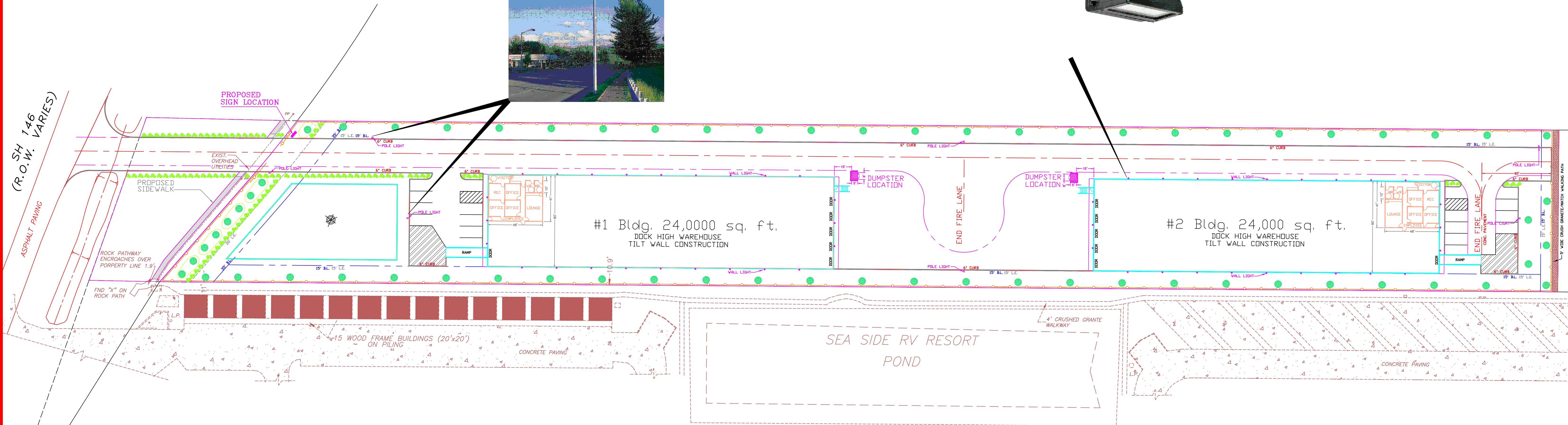
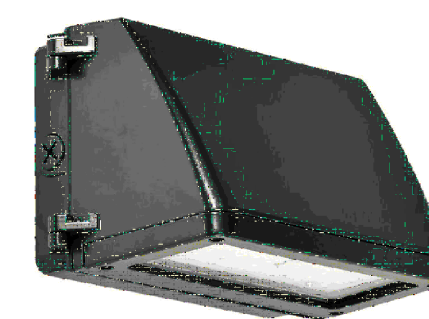
DEVELOPED BY
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TYPICAL
LIGHT POLE



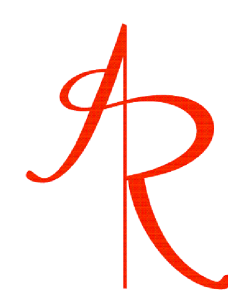
TYPICAL
WALL PACK LIGHTING



- LIGHTING LEGEND**
- WALL PACK
 - POLE LIGHT

LIGHTING PLAN

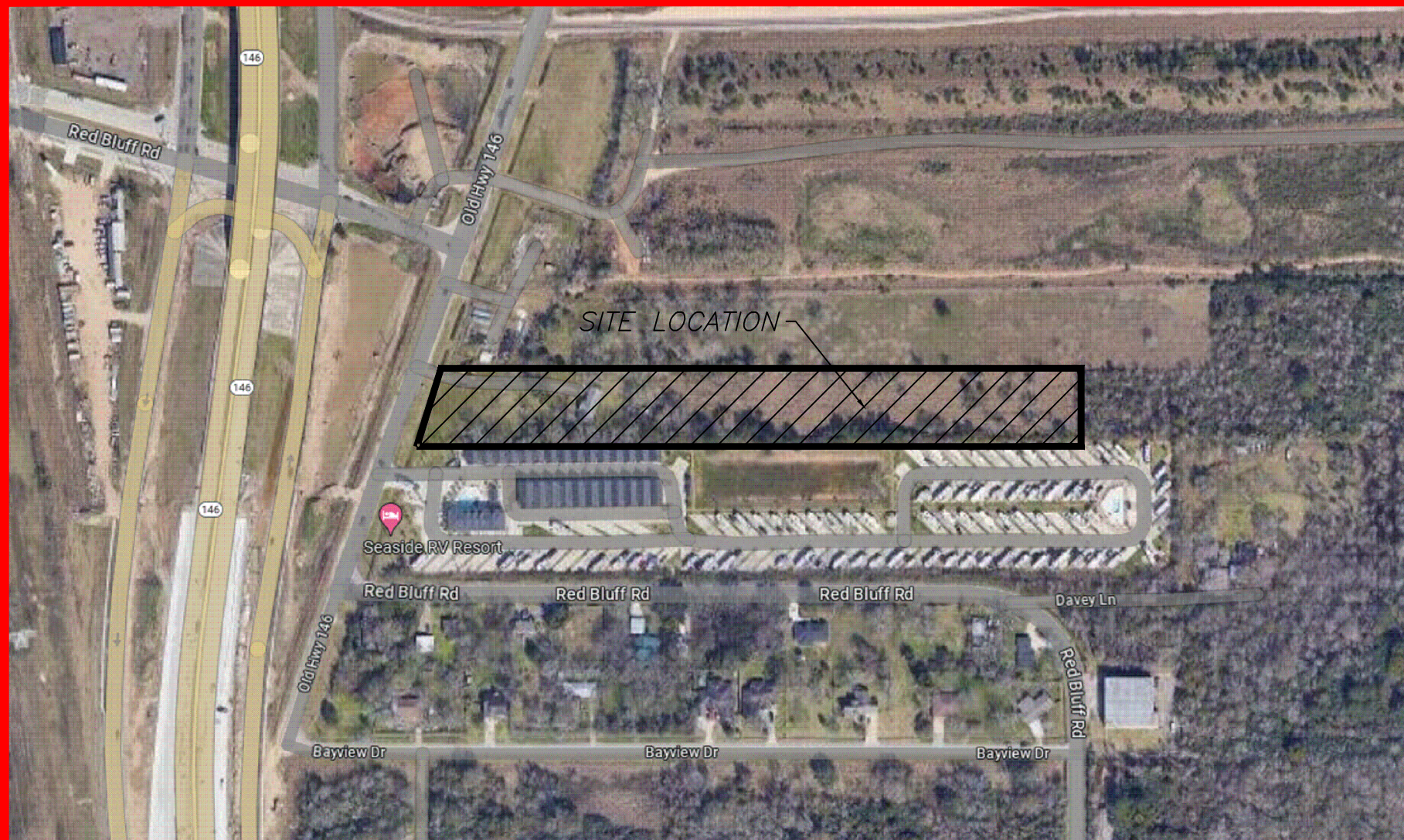
EXHIBIT D-11



AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

N 88°50'00" W 1287.48'

RED BLUFF ROAD (60' R.O.W.)

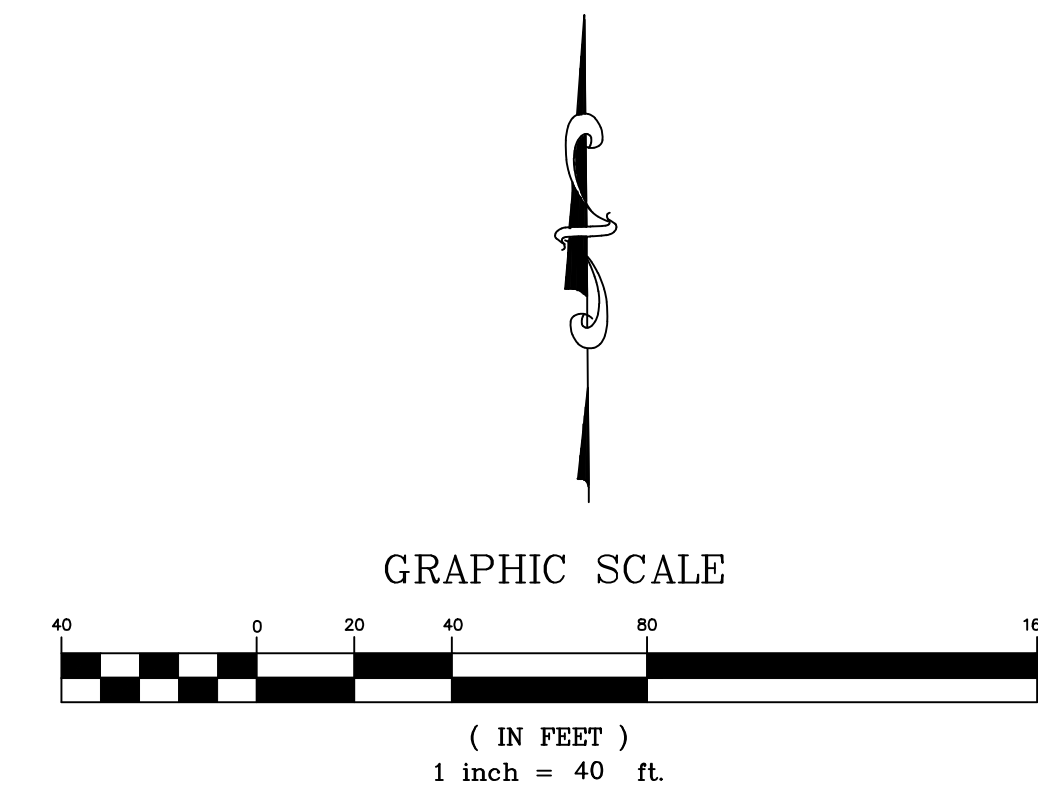


KEY MAP
N.T.S.

"QUIET WAREHOUSING"

"LI / C2-PUD"

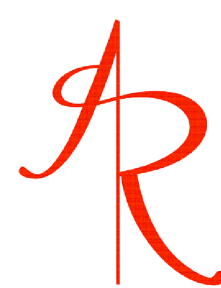
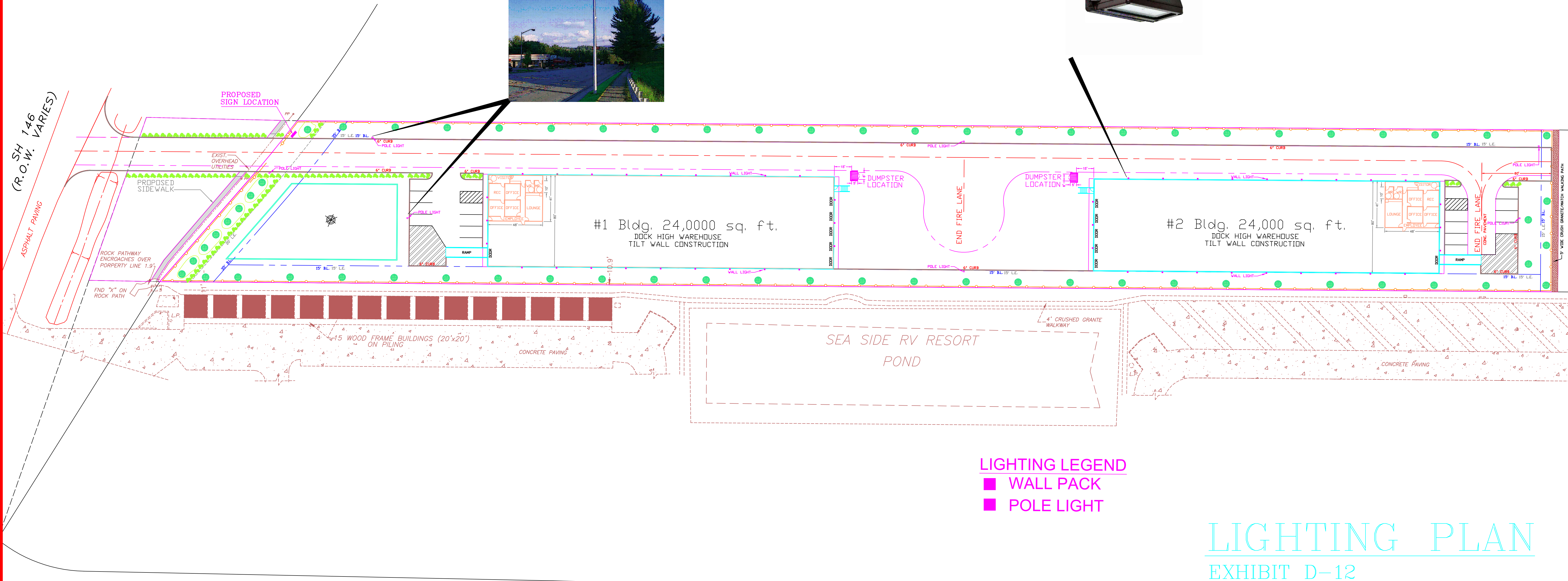
DEVELOPED BY
STARSHIP TEXAS CITY, LLC



TYPICAL
LIGHT POLE



TYPICAL
WALL PACK LIGHTING



AVERY RYAN & COMPANY
2419 DAFFODIL ST.
HIGHLANDS, TX. 77562
713-725-7302
c_bennett1@comcast.net

RED BLUFF ROAD (60' R.O.W.)

LIGHTING PLAN
EXHIBIT D-12

Exhibit “A”

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2026-01

(“LI / C2-PUD”)

January 2026

3.695 Acres

Applicant:
Starship Texas City, LLC
925 Marina Bay Drive
Kemah, Texas 787565
281-334-6594

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2026-01

A. Contents

- General Provisions
- Permitted Land Use
- Proposed Land Use
- Development Regulations
- Building Regulations
- Density
- Buffering and Screening

B. General Provisions

1. The PUD approved herein must be constructed, developed, and maintained in compliance with this Ordinance. This district is intended to serve the needs of fabrication, assembling, warehousing and wholesaling businesses. Because of its proximity to residential environment, the land use activities and related operational characteristics of the district are regulated to a greater extent and rigid performance standards must be followed. The district is designed to accommodate land use activities that will meet the community goals and policies enumerated in Comprehensive Master Plan 2040.

2. Except as otherwise provided herein, the words used in this PUD have the meaning established by the Zoning ordinance. In this ordinance.

Accessory building means a building subordinate to the principal building and includes detached garages.

Open Space means the portion of all land contained within the PUD that is not covered by buildings, Parking lots, driveways, improved pedestrian areas, or other impermeable material.

PUD means the planned unit development district created by this ordinance.

Shared/Common Driveway means a privately owned and maintained vehicular access way that Provides access from a public street to residential or non-residential units.

3. The PUD shall be developed in accordance with the following exhibits that are attached to and made Part of this document.

Exhibit D-1:	Location Map
Exhibit D-2:	Aireal Plan
Exhibit D-3:	Site Plan
Exhibit D-4:	Parking Layout
Exhibit D-5:	Open Space & Landscape Plan
Exhibit D-6:	Sign and Solid Waste Enclosure Details
Exhibit D-7:	Existing Utilities, Proposed Utilities
Exhibit D-8:	Building Elevations
Exhibit D-9:	Development Schedule
Exhibit D-10:	Drainage Plan
Exhibit D-11:	Lighting Plan

4. As shown on Exhibit D-1, *Location Map*, the PUD encompasses approximately 3.695 acres of land along the East Right Of Way line of Old Highway 146, and North of Red Bluff Road.
5. Development of two Buildings; Port Warehouses each containing approximately 24,000-30,000 square foot of floor space, office space, reception area, break rooms. Private concrete drive, landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-3, *Site Plan*. Buildings to be constructed to IBC regulations, external construction/architectural details to be determined at a later date. Building details to be provided to council for approval prior to construction.
6. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
7. All Signage shall meet the minimum standards of the City's requirements established in Article-6 Sign Standards, as shown on Exhibit D-6, *Sign and Solid Waste Enclosure Details*.

C. Permitted Land Use

1. A Single tract of land containing approximately 3.695 acres, unded (LI – Light Industrial District) warehousing is a permitted use and falls under the Comprehensive Master Plan 2040. Per (LI – Light Industrial District) inorganic and/or organic compounds are prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.

D. Proposed Land Use

1. This PUD development of two Port Warehouses each containing approximately 24,000-30,000 square foot of floor space, office space, reception area, break rooms. Warehousing Port related materials and products distributed through the U.S. Private concrete drive(s), landscaping, lighting, signage, parking, security fencing, open space requirements, detention/pond and utilities as shown on Exhibit D-2, *Site Plan*, contingent on the following conditions:

E. Development Regulations

1. Maximum height of buildings:
 - a. 40 feet maximum and to meet all IFC regulations for such heights.
 - b. The height limitations specified in this subsection do not apply to church steeples, spires, belfries, cupolas, or other normal appurtenances usually required to be placed above the roof level and not intended for human occupancy.
2. Open Space Requirements:
 - a. Existing area 3.695 Acres totaling (160,954 square feet.) 20% open spaces required equaling 32,190 square feet, development Open Space Provided equaling 49,603 square feet.
 - b. Separate refuse containers will serve each Warehouses and will not be visible from Old Hwy 146 or Red Bluff Road. Exhibit D-6, *Sign and Solid Waste Enclosure Details*.
3. Security Fencing:
 - a. 6' foot high galvanized chain link fence with 3 rails of barbed wire, will be installed along the boundary of the site, including access man gates, automatic roll gate at the entrance.
4. Parking and Paving:
 - a. Parking shall be in accordance with article 5 of this ordinance. Please see the comprehensive off-street parking regulation matrix, found at the end of article 5. Except as provided for on Exhibit D-4.

- b. All parking lots and vehicle use areas shall meet the City of Seabrook Code Ordinance and must be constructed of concrete, driveway will be constructed out of concrete, as shown on Exhibit D-4, Parking Plan.

5. Building Setback:

- a. A minimum front yard set back shall be 35' feet, as shown on Exhibit D-2, Site Plan.
- b. A minimum side yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.
- c. A minimum rear yard set back shall be 15' feet, as shown on Exhibit D-2, Site Plan.

Building Area:

- a. Not more than 50% of total site area shall be covered by building mass.

7. Landscape & Lighting Regulations:

- a. Landscaping shall be in accordance with article 5 to 7 of the City code or ordinance.
- b. Lighting used to illuminate paving areas, parking areas, building facades, shall be arranged, located, screened to direct light away from existing single-family residential lots.

8. Prohibited Uses

- a. Inorganic and/or organic compounds prohibited: The manufacture, processing, distilling, refining, or storage of inorganic and/or organic compounds related to the chemical industry at the manufacturing location or site (this includes petrochemical and petroleum-based products, specialty chemicals, agricultural products, and pulp and paper products) other than those customarily found in normal day-to-day uses and applications (i.e., gasoline service station) is prohibited.
- b. Rail tracks, lines, spurs, yards, storage and marshaling areas and all other associated rail uses are prohibited.
- c. Shipping/storage containers whether used for outside storage, as an inhabited structure or for any other purpose are prohibited. Exception: A shipping container is permitted on site while on a trailer chassis.
- d. Industrial limits: No use shall cause, create, or allow the emission of air contaminants which at the emission point or within the bounds of the property are:

In violation of the standards, specified by the Texas Commission on Environmental Quality or the Texas Clean Air Act; or

Of such capacity as to obscure an observer's view to a degree equal to or greater than does smoke or contaminants.

No commercial or industrial use shall be located or operated within the city which emits odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the boundary property line or any point beyond the tract on which such use or operation is located. The odor threshold as set forth shall be determined by the Texas Commission on Environmental Quality.

G. Building Regulations

- a. Color palette shall be uniformly for both warehouses.
- b. Primary exterior finishes shall be prefinished metal wall panel construction, store front glass.

Roof materials shall be limited to the following:

- a. Flat Roof – Shall meet the requirements as required by the IBC.

H. Density

- a. Two primary building per lot.

I. Buffering and Screening

- a. Buffer yards shall be of such nature and density so as to screen activities, structures and uses on the property from view from the normal level of a first story window on an abutting lot and shall further provide a year-round effective visual screen. Buffer yards are measured from the property line towards the building line and are divided in two parts: (1) a landscaping or free space buffer beginning at the property line and; (2) a secondary buffer that may be used for driveways and loading, provided that parking shall not be permitted in any portion of the minimum required buffer yard. Any property containing a use in this zoning district which adjoins or abuts any property classified in any other zone shall provide the following: as shown on Exhibit D-5, Open Space & Landscape plan.
- b. Front yard minimum Landscape setback shall be 20' feet, Side and Rear minimum setback requirement shall be 15' feet. The landscape buffer (the portion of the yard beginning at the property line) shall be reserved for landscaping only. Existing tree cover shall be maintained in accordance with section 30-211 et seq. "Tree Protection and Preservation" of the City Code of Ordinances. Other landscaping and supplemental plantings to create an adequate buffer may be added in accordance with the city's ordinances. The remaining buffer yard may be used for driveways and loading. However, parking shall not be permitted in any portion of the minimum required buffer yard.
- c. Minimum height of 6' foot galvanized chain link fence with 3 rails of barbed wire shall be constructed around the entire perimeter of the of the property, providing entrance and access gates.
- d. All exterior dumpster/garbage/waste containers or storage containers and dumpsters shall be placed no more than 15 feet from the primary building and shall be screened so that they are not visible from off the property. Each trash enclosure shall be constructed of masonry walls.
- e. Rooftop or ground level mechanical equipment shall be totally screened from view by using either parapet walls at the same height of the mechanical units for rooftop mounts or by providing screening for ground mounted units.

Exhibit “D-9”

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2026-01

Quiet Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

- Third Quarter 2025 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler
- First Quarter 2026 – Completion of Plan Design, Submittal for Plan Review and Approvals
- First Quarter 2026 – Plan Review and Plan Approvals

The following is an estimated time line for Project Construction:

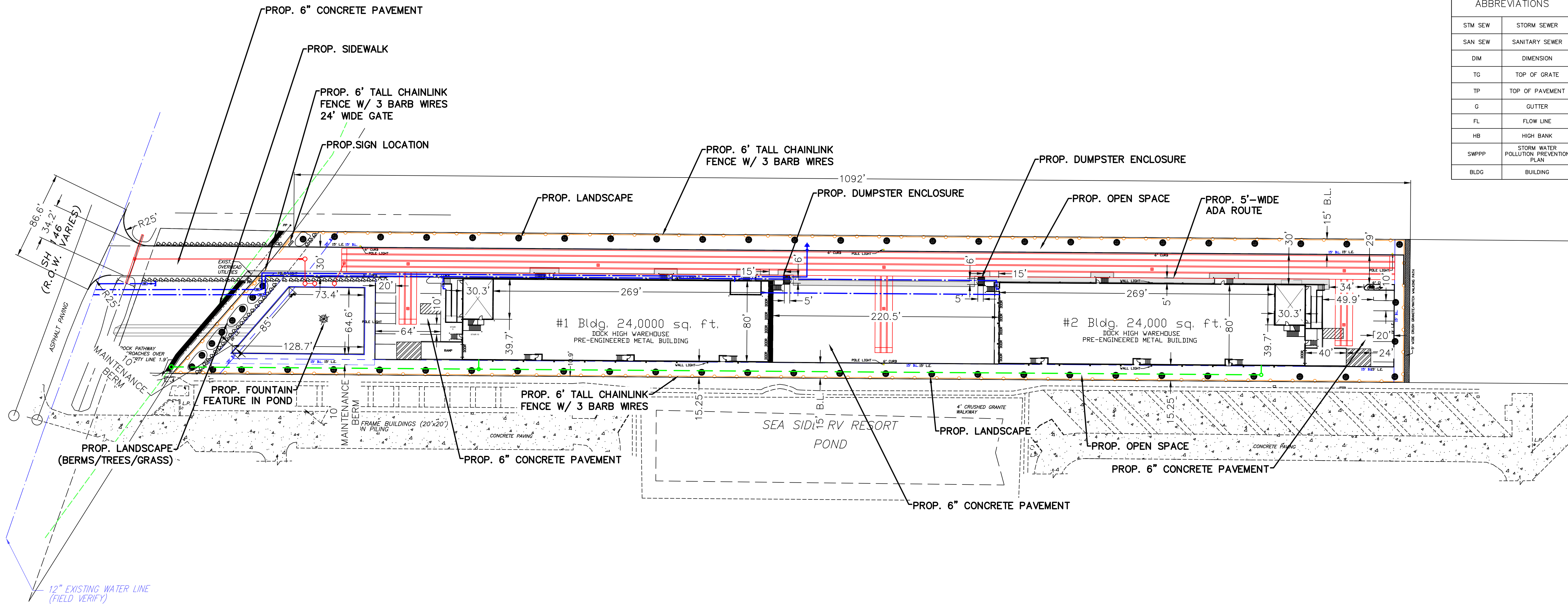
- First Quarter 2026 – Commence Underground Utilities, Detention Pond, Site Grading
- Second Quarter 2026 – Commence Concrete Pavement, Building Foundations, Site Fencing
- Third Quarter 2026 – Commence Buildings, Sprinkler Installation, Exterior Painting
- Fourth Quarter 2026 – Commence Interior Conversion, Store Front Glass, Landscaping, Signage

The following is an estimated time line for Project Construction:

- First Quarter 2027 – Finalize Miscellaneous Items, Clean Up, Hand Over Buildings

Dissolution of the PUD: Should the PUD project fail to meet the schedule as approved by the city council the PUD classification and related permits may be at the discretion of the City Council be terminated and, the land shall return to the zoning that existed immediately prior to the PUD conditional approval.

FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
HEREON IS SITUATED IN ZONE AE
BFE=12'
FIRM PANEL: 48201C1085M



LEGEND		
CATEGORY	PROPOSED	EXISTING
STORM	PROP	existing
SANITARY	PROP	existing
WATER	PROP	existing
TOP OF GRATE	TG=19.00	TG=18.00
TOP OF PAVEMENT	TP=19.00	TP=18.00
GUTTER	G=19.00	G=18.00
FINISHED FLOOR	FF=19.00	FF=18.00
SWPPP INLET PROTECTION BARRIER		
SWPPP FILTER FABRIC FENCE		
SWPPP STABILIZED CONSTRUCTION ACCESS		
SWPPP ROCK FILTER DAM		
SWPPP CONCRETE TRUCK WASHOUT AREA		
DRAINAGE AREA (ACRES)	AT 1.5	
DRAINAGE AREA BOUNDARY		
PAVING		
BUILDING		
DIMENSION LINE		

ABBREVIATIONS	
STM SEW	STORM SEWER
SAN SEW	SANITARY SEWER
DIM	DIMENSION
TG	TOP OF GRATE
TP	TOP OF PAVEMENT
G	GUTTER
FL	FLOW LINE
HB	HIGH BANK
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
BLDG	BUILDING

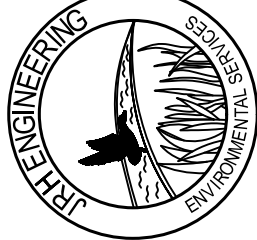
REVISIONS AND ISSUANCE		
NO.	DATE	DESCRIPTION

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SEABROOK, TX 77586

EXHIBIT

JRH ENGINEERING &
ENVIRONMENTAL SERVICES, INC.
P.O. BOX 1160
MANVEL, TEXAS 77578
PHONE: 281-489-5066
TBPE FIRM NO. 10385



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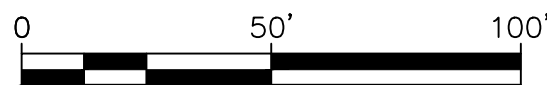
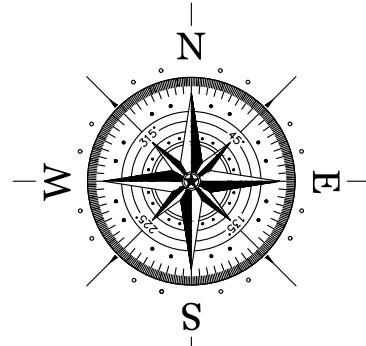
LOCATION PLAN

SCALE 1:50
CHECKED BY

DATE 10/24/2025
PROJECT #

DRAWING NO.

D-1



FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
HEREON IS SITUATED IN ZONE AE
BFE=12'.
FIRM PANEL: 48201C1085M



LEGEND			REVISIONS AND ISSUANCE		
CATEGORY	PROPOSED	EXISTING	NO.	DATE	DESCRIPTION
STORM	PROP	existing			
SANITARY	PROP	existing			
WATER	PROP	existing			
TOP OF GRATE	TG=19.00	TG=18.00			
TOP OF PAVEMENT	TP=19.00	TP=18.00			
GUTTER	G=19.00	G=18.00			
FINISHED FLOOR	FF=19.00	FF=18.00			
SWPPP RILEY PROTECTION BARRIER					
SWPPP FILTER FABRIC FENCE					
SWPPP STABILIZED CONSTRUCTION ACCESS					
SWPPP ROCK FILTER DAM					
SWPPP CONCRETE TRUCK WASHOUT AREA					
DRAINAGE AREA (ACRES)					
DRAINAGE AREA BOUNDARY					
PAVING					
BUILDING					
DIMENSION LINE					

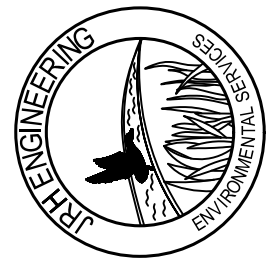
ABBREVIATIONS	
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BLDG	BUILDING

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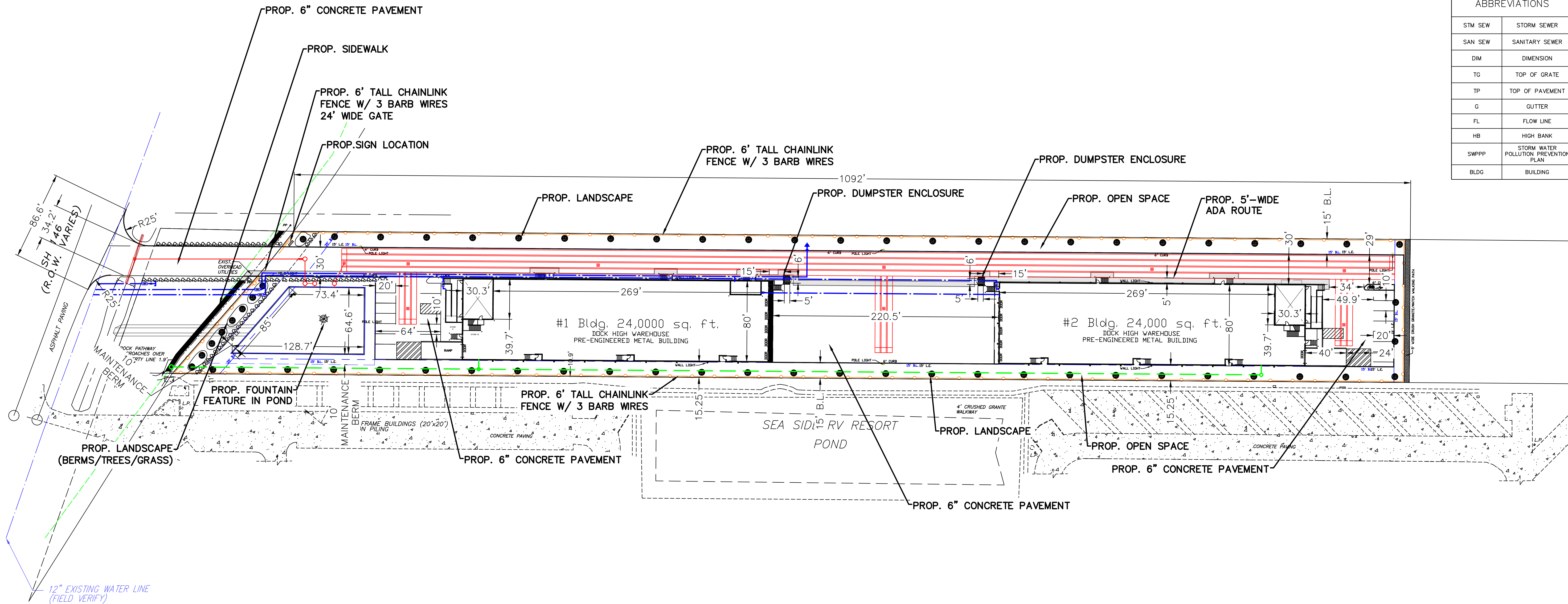
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SCALE 1:50	CHECKED BY
DATE 10/24/2025	PROJECT #
DRAWING NO.	

D-2

FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
HEREON IS SITUATED IN ZONE AE
BFE=12'.
FIRM PANEL: 48201C1085M



LEGEND		
CATEGORY	PROPOSED	EXISTING
STORM	PROP	existing
SANITARY	PROP	existing
WATER	PROP	existing
TOP OF GRATE	TG=19.00	TG=18.00
TOP OF PAVEMENT	TP=19.00	TP=18.00
GUTTER	G=19.00	G=18.00
FINISHED FLOOR	FF=19.00	FF=18.00
SWPPP INLET PROTECTION BARRIER		
SWPPP FILTER FABRIC FENCE		
SWPPP STABILIZED CONSTRUCTION ACCESS		
SWPPP ROCK FILTER DAM		
SWPPP CONCRETE TRUCK WASHOUT AREA		
DRAINAGE AREA (ACRES)		
DRAINAGE AREA BOUNDARY		
PAVING		
BUILDING		
DIMENSION LINE		

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BLDG	BUILDING

REVISIONS AND ISSUANCE		
NO.	DATE	DESCRIPTION

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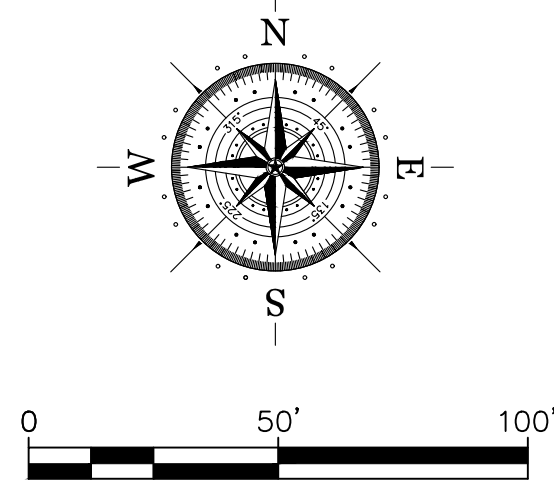
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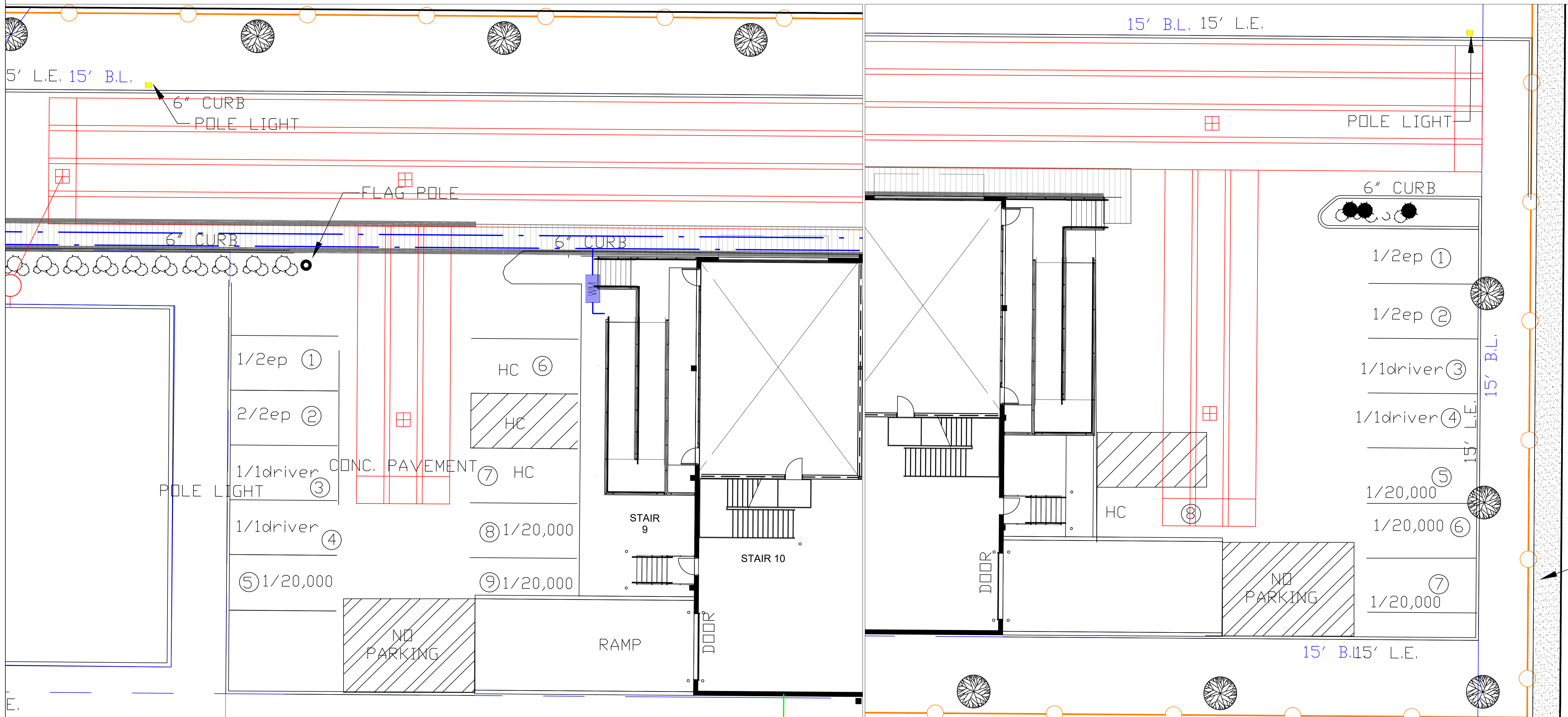
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PROJECT #

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D-3



FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
HEREON IS SITUATED IN ZONE AE
BFE=12'.
FIRM PANEL: 48201C1085M



PARKING TABS BUILDING 1
1 SPACE / 2 EMPLOYEES = 4 EMPLOYEES 2 SPACES
1 SPACE / FOR DRIVER CO. VEHICLE = 2 SPACE
1 SPACE / 20,000 SQ.FT. = 3 SPACES < 24,000SQ.FT
2 DISABLED SPACES

PARKING TABS BUILDING 2
1 SPACE / 2 EMPLOYEES = 4 EMPLOYEES 2 SPACES
1 SPACE / FOR DRIVER CO. VEHICLE = 2 SPACE
1 SPACE / 20,000 SQ.FT. = 2 SPACES < 24,000SQ.FT
1 DISABLED SPACES

LEGEND			REVISIONS AND ISSUANCE		
CATEGORY	PROPOSED	EXISTING	NO.	DATE	DESCRIPTION
STORM	PROP	existing			
SANITARY	PROP	existing			
WATER	PROP	existing			
TOP OF GRATE	19.00	18.00			
TOP OF PAVEMENT	19.00	18.00			
GUTTER	19.00	18.00			
FINISHED FLOOR	19.00	18.00			
SWPPP INLET PROTECTION BARRIER					
SWPPP FILTER FABRIC FENCE					
SWPPP STABILIZED CONSTRUCTION ACCESS					
SWPPP ROCK FILTER DAM					
SWPPP CONCRETE TRUCK WASHOUT AREA					
DRAINAGE AREA (ACRES)					
DRAINAGE AREA BOUNDARY					
PAVING					
BUILDING					
DIMENSION LINE					

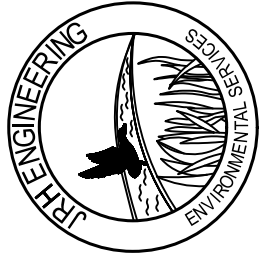
ABBREVIATIONS	
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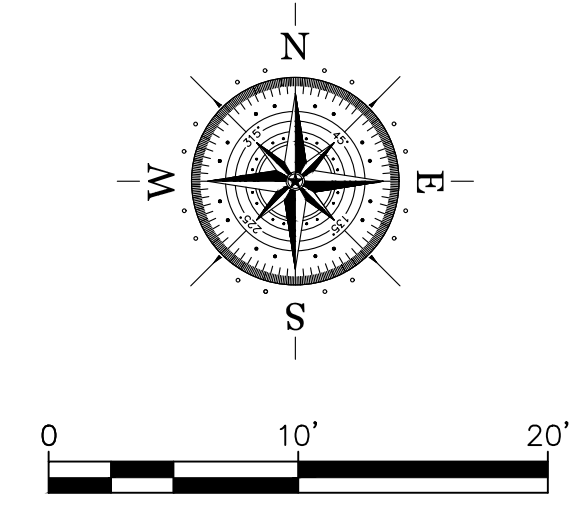
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SCALE 1:10 CHECKED BY

DATE 10/24/2025 PROJECT #

DRAWING NO.

D-4



FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
HEREON IS SITUATED IN ZONE AE
BFE=12'.
FIRM PANEL: 48201C1085M

LEGEND

RED TIP SHRUBS

CREPE MYRTLE TREE

6' TALL CHAINLINK W/ 3 BARB WIRES

LEGEND

PROPOSED LANDSCAPE AREA

SYMBOL

PROP. 6' TALL CHAINLINK W/ 3 BARB WIRES

RED TIP SHRUBS

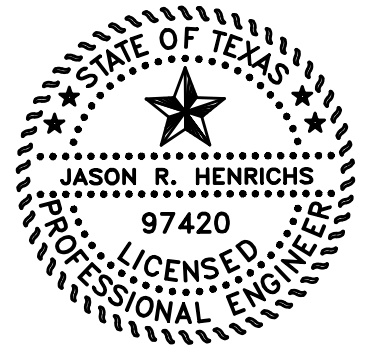
PROP. CREPE MYRTLE TREE

LEGEND			REVISIONS AND ISSUANCE		
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SANITARY	PROP	existing			
WATER	PROP	existing			
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TOP OF PAVEMENT	TP=19.00	TP=18.00			
GUTTER	G=19.00	G=18.00			
FINISHED FLOOR	FF=19.00	FF=18.00			
SWPPP INLET PROTECTION BARRIER	IPB				
SWPPP FILTER FABRIC FENCE	SC-1				
SWPPP STABILIZED CONSTRUCTION ACCESS	RFD				
SWPPP ROCK FILTER DAM	AT				
SWPPP CONCRETE TRUCK WASHOUT AREA					
DRAINAGE AREA (ACRES)					
DRAINAGE AREA BOUNDARY					
PAVING					
BUILDING					
DIMENSION LINE	1				

ABBREVIATIONS	
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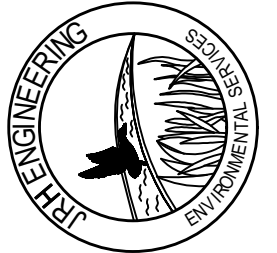
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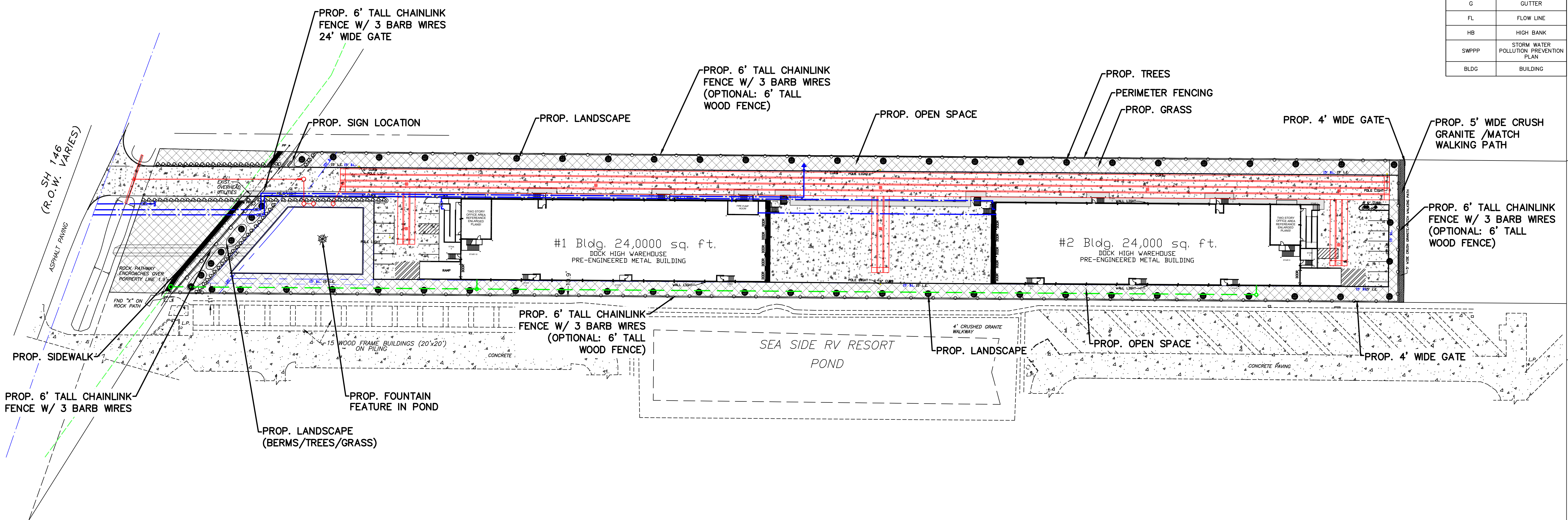


11/6/25

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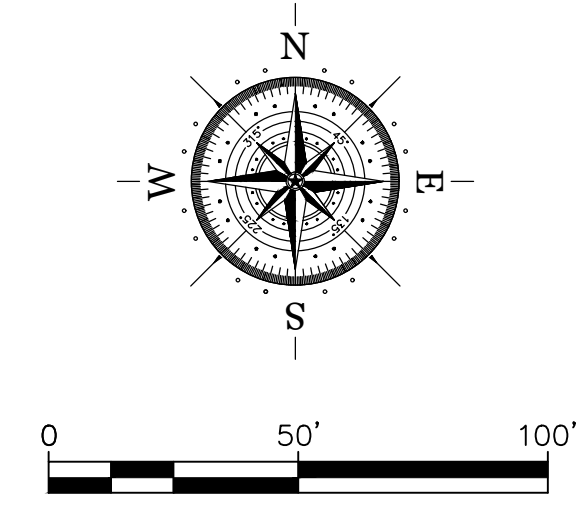


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DATE 11/12/2025	PROJECT #
DRAWING NO. D-5	

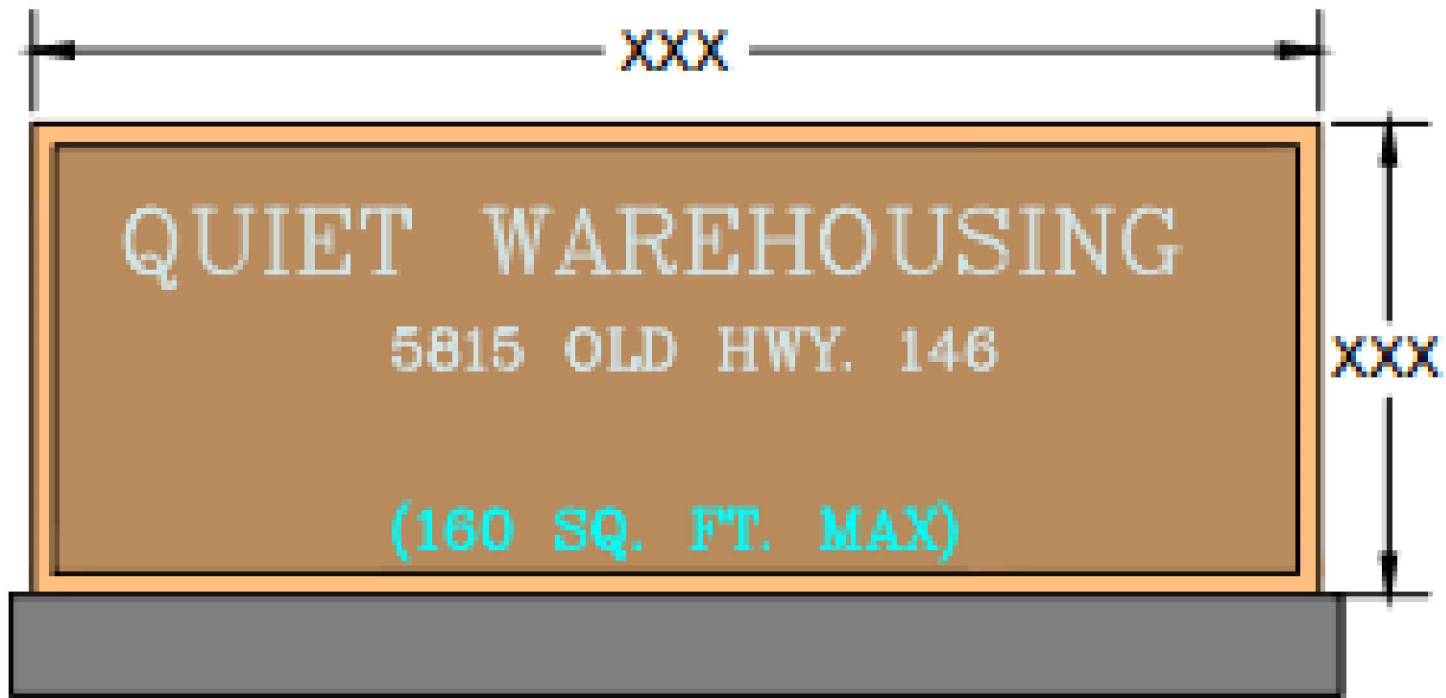
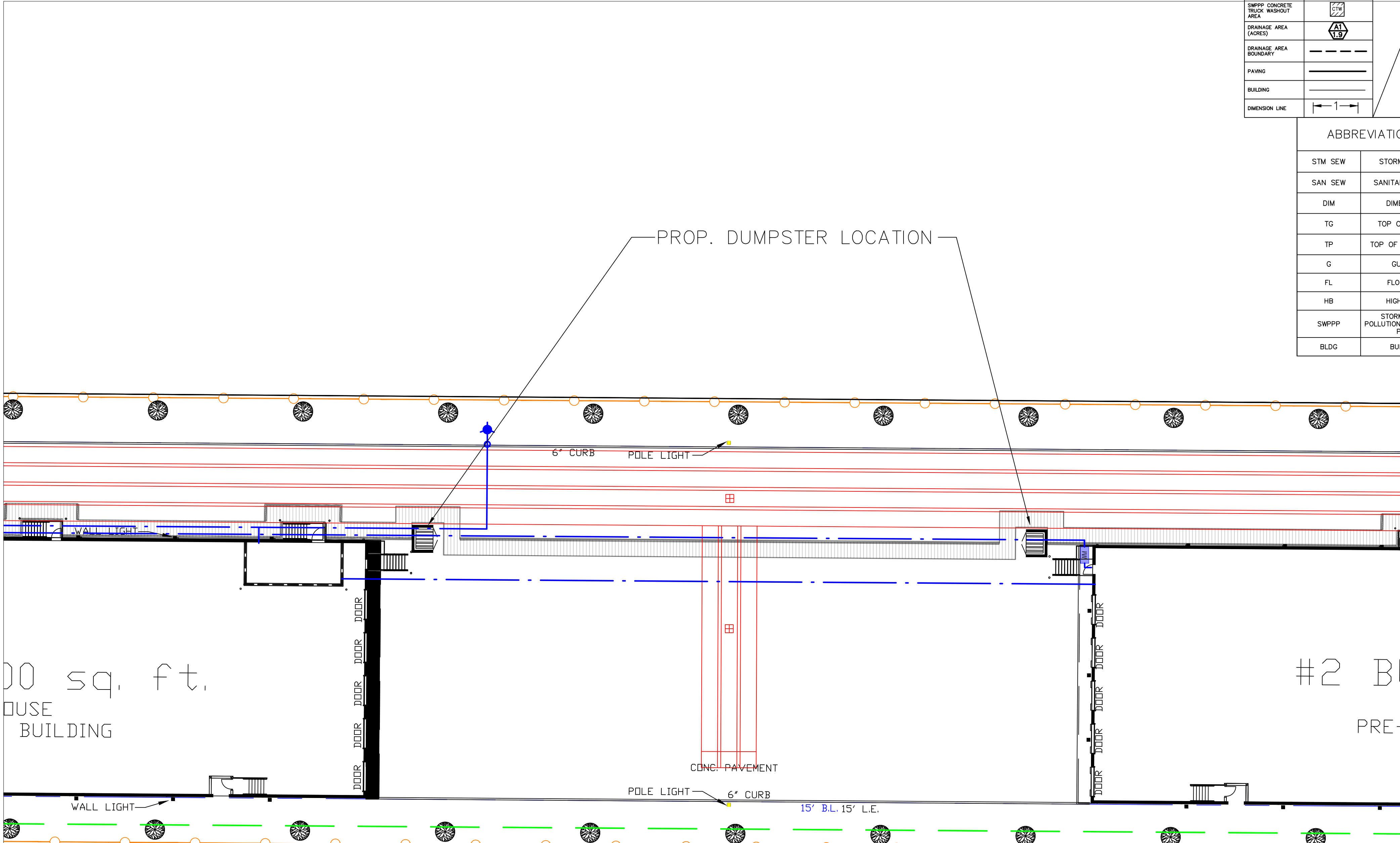
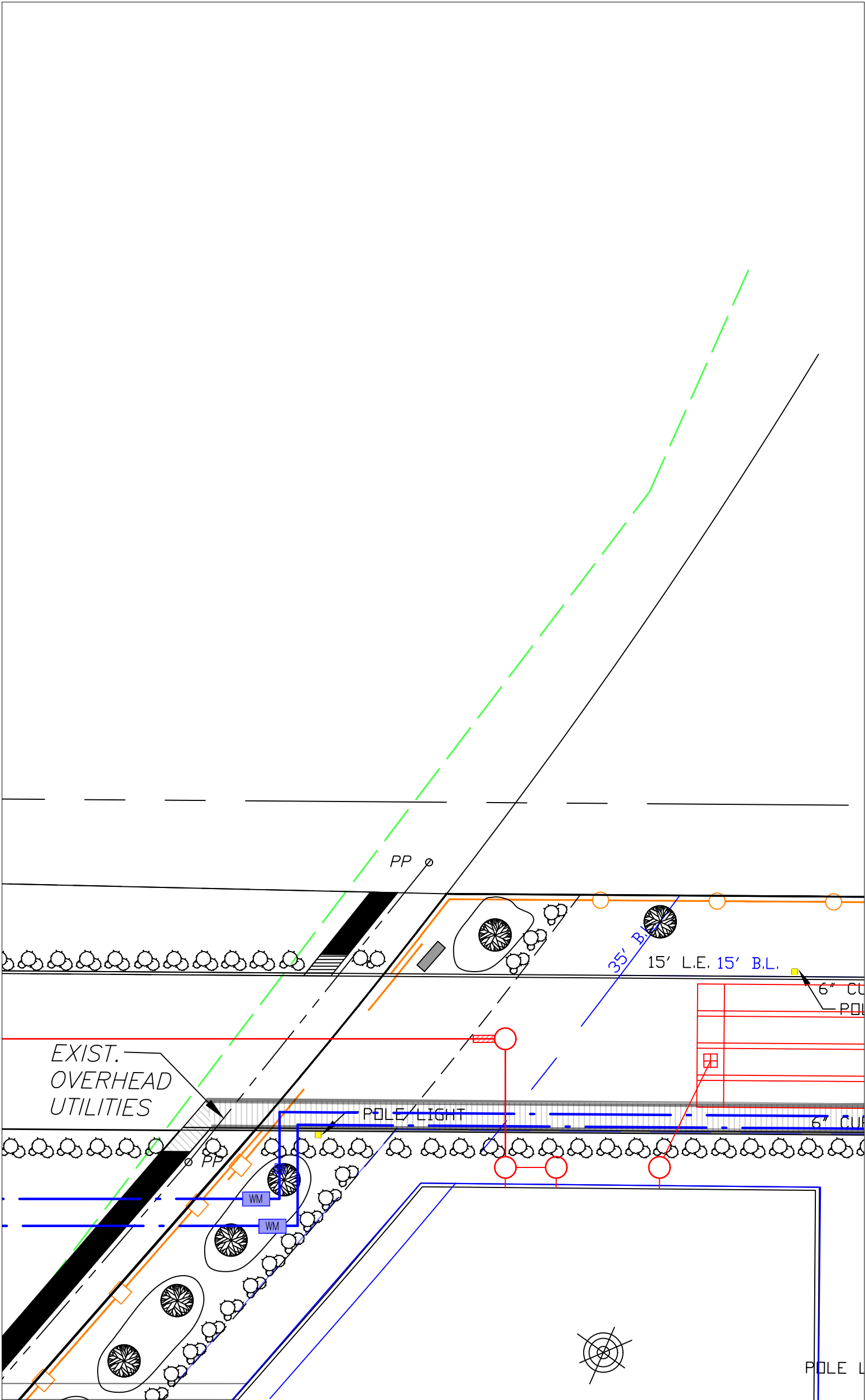


LANDSCAPE REQUIREMENT:
SEC. 7.01.08 (CITY OF SEABROOK, CODE OF ORDINANCES)
LANDSCAPE AREA (15% OF TOTAL SITE AREA) = 0.15 X 3.69 AC. = 0.55 AC.
FRONTYARD LANDSCAPE AREA (≥50% OF LANDSCAPE AREA) = 0.50 X 0.55 = 0.28 AC.

LANDSCAPE PROVIDED:
LANDSCAPE AREA = 47255.28 SQ-FT = 1.08 AC.
FRONTYARD LANDSCAPE AREA = 17422.52 SQ-FT = 0.40 AC.



FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
HEREON IS SITUATED IN ZONE AE
BFE=12'
FIRM PANEL: 48201C1085M



PROPOSED SIGNAGE

LEGEND		
CATEGORY	PROPOSED	EXISTING
STORM	PROP	existing
SANITARY	PROP	existing
WATER	PROP	existing
TOP OF GRATE	TG=19.00	TG=18.00
TOP OF PAVEMENT	TP=19.00	TP=18.00
GUTTER	G=19.00	G=18.00
FINISHED FLOOR	FF=19.00	FF=18.00
SWPPP INLET PROTECTION BARRIER	X	
SWPPP FILTER FABRIC FENCE		
SWPPP STABILIZED CONSTRUCTION ACCESS		
SWPPP ROCK FILTER DAM		
SWPPP CONCRETE TRUCK WASHOUT AREA	X	
DRAINAGE AREA (ACRES)		
DRAINAGE AREA BOUNDARY	X	
PAVING		
BUILDING	X	
DIMENSION LINE		

ABBREVIATIONS	
STM SEW	STORM SEWER
SAN SEW	SANITARY SEWER
DIM	DIMENSION
TG	TOP OF GRATE
TP	TOP OF PAVEMENT
G	GUTTER
FL	FLOW LINE
HB	HIGH BANK
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
BLDG	BUILDING

REVISIONS AND ISSUANCE		
NO.	DATE	DESCRIPTION

PROPRIETARY INFORMATION
DESIGN INFORMATION CONTAINED
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CIVIL DRAWINGS
5815 OLD HIGHWAY 146
SEABROOK, TX 77586

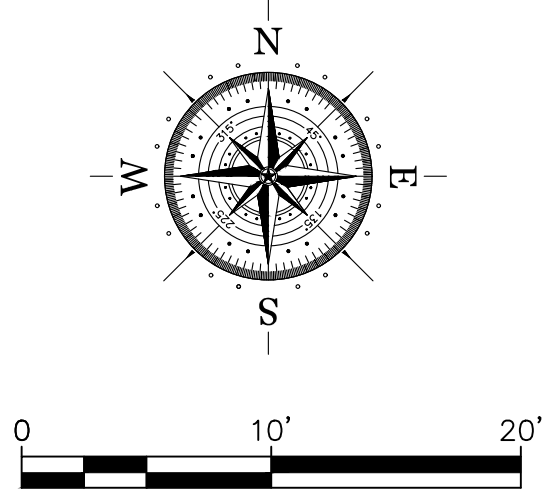
EXHIBIT

JRH ENGINEERING &
ENVIRONMENTAL SERVICES, INC.
P.O. BOX 1160
MANVEL, TEXAS 77578
PHONE: 281-489-5066
TBPE FIRM NO. 10385

DRAWING TITLE
SIGN AND SOLID
WASTE PLAN

SCALE 1: 20	CHECKED BY
DATE 10/24/2025	PROJECT #
DRAWING NO.	

D-6



FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
HEREON IS SITUATED IN ZONE AE
BFE=12'.
FIRM PANEL: 48201C1085M

LEGEND			REVISIONS AND ISSUANCE		
CATEGORY	PROPOSED	EXISTING	NO.	DATE	DESCRIPTION
STORM	PROP	existing			
SANITARY	PROP	existing			
WATER	PROP	existing			
TOP OF GRATE	19.00	18.00			
TOP OF PAVEMENT	19.00	18.00			
GUTTER	19.00	18.00			
FINISHED FLOOR	19.00	18.00			
SWPPP INLET PROTECTION BARRIER					
SWPPP FILTER FABRIC FENCE					
SWPPP STABILIZED CONSTRUCTION ACCESS					
SWPPP ROCK FILTER DAM					
SWPPP CONCRETE TRUCK WASHOUT AREA					
DRAINAGE AREA (ACRES)					
DRAINAGE AREA BOUNDARY					
PAVING					
BUILDING					
DIMENSION LINE					

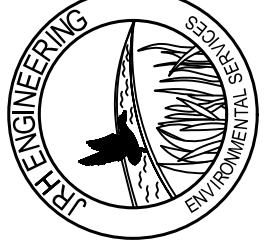
ABBREVIATIONS	
STM SEW	STORM SEWER
SAN SEW	SANITARY SEWER
DIM	DIMENSION
TG	TOP OF GRATE
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BLDG	BUILDING

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5815 OLD HIGHWAY 146
SEABROOK, TX 77586

EXHIBIT

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PHONE: 281-489-5066
TBPE FIRM NO. 10385



DRAWING TITLE

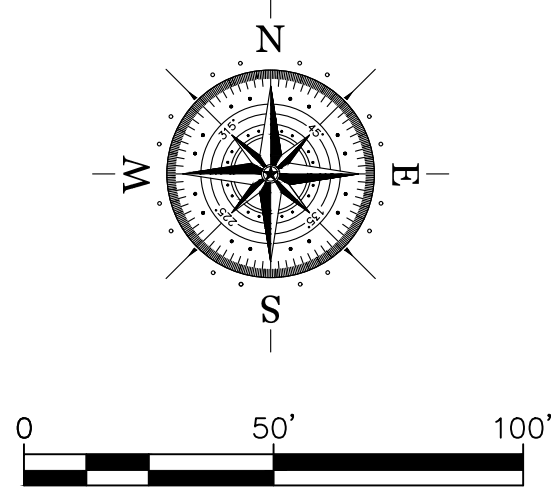
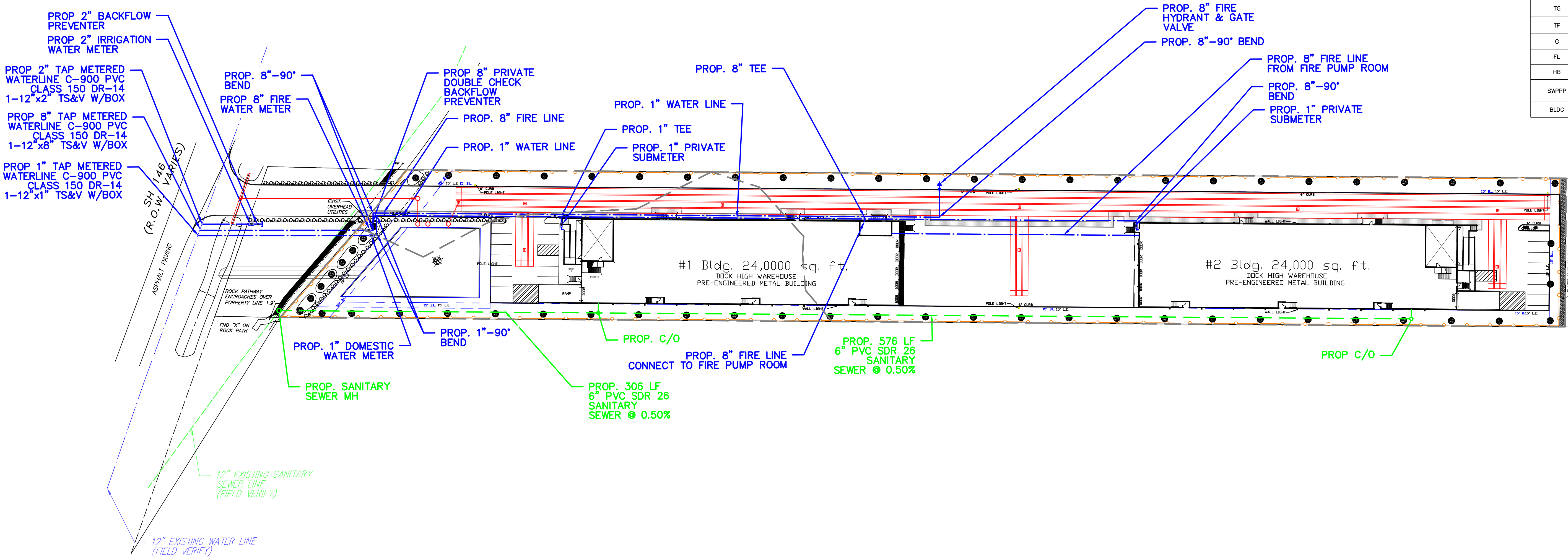
UTILITY PLAN

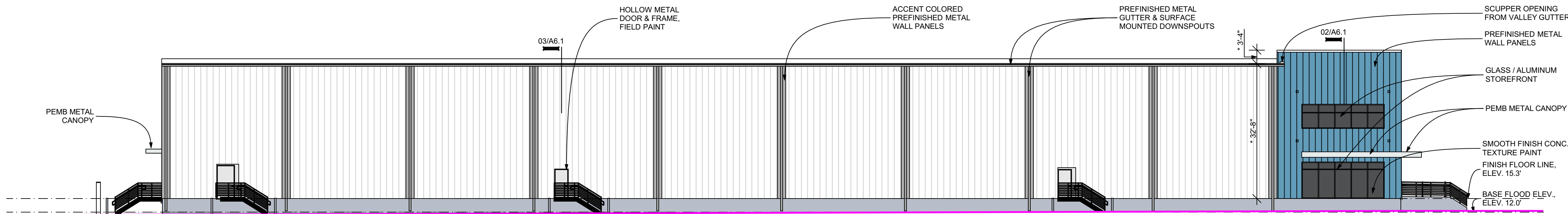
SCALE 1:50

DATE 10/24/2025

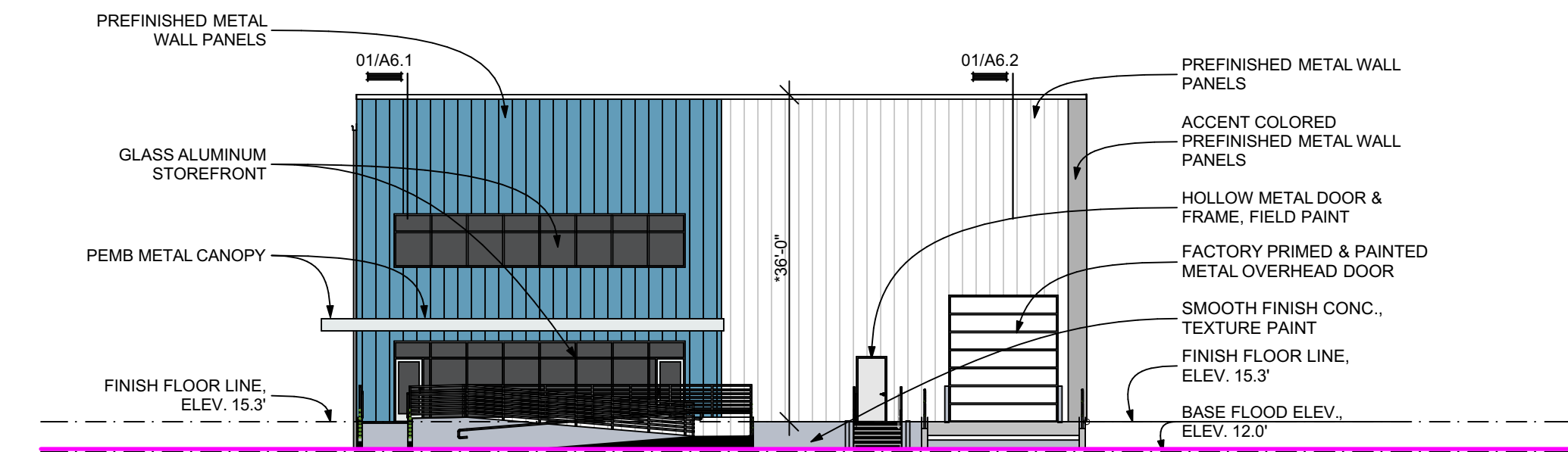
DRAWING NO.

D-7

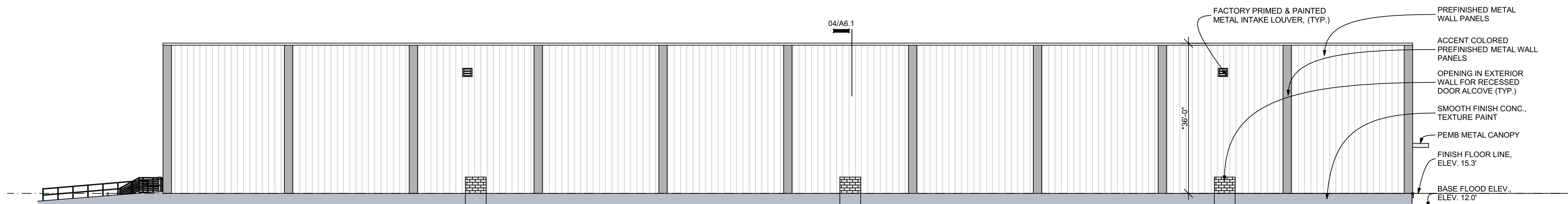




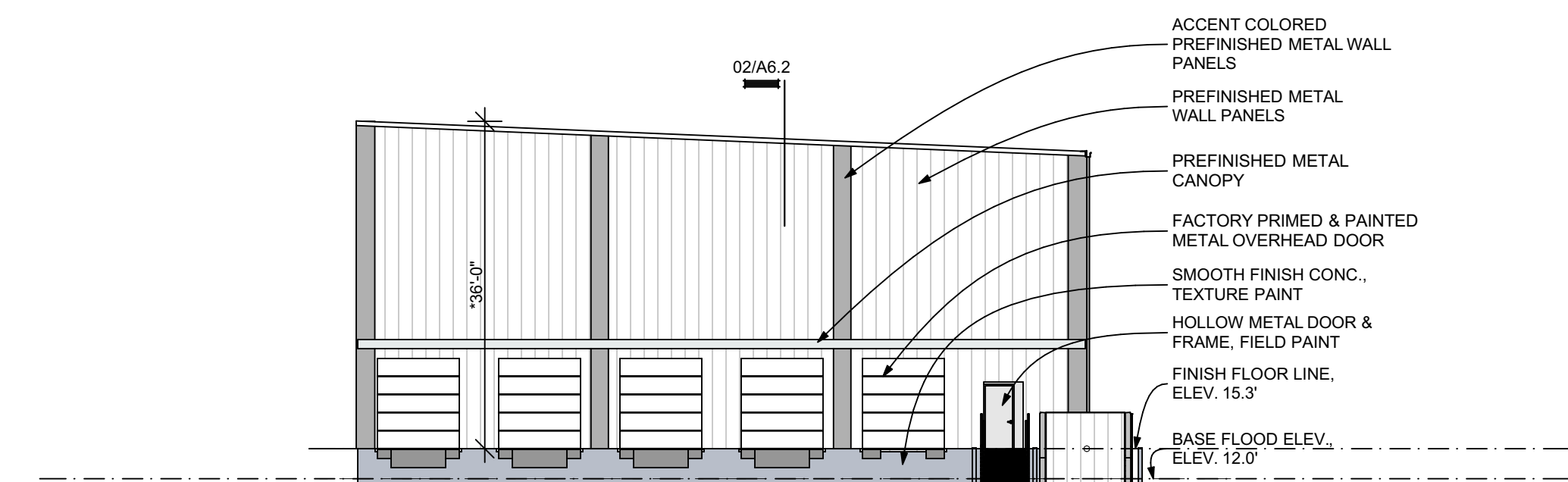
NORTH ELEVATION - BLDG. 1. BLDG. 2 (OPPOSITE HAND)



WEST ELEVATION - BLDG. 1 EAST ELEVATION - BLDG. 2 (OPPOSITE HAND)



SOUTH ELEVATION - BLDG. 1. BLDG. 2. (OPPOSITE HAND)



EAST ELEVATION - BLDG. 1 WEST ELEVATION - BLDG. 2 (OPPOSITE HAND)

TYPICAL NOTES FOR ALL ELEVATIONS.

PAINT COLOR SCHEME SHALL CONTAIN THREE COLORS AS FOLLOWS:

1. LIGHT COLOR - TYPICAL FIELD COLOR.
2. MEDIUM COLOR - VERTICAL ACCENT PEMB WALL PANELS AND BOTTOM / BASE CONC. WALL BELOW FINISH FLOOR.
3. ACCENT COLOR: PEMB WALL PANELS AT MAIN CORNER ENTRIES.



ARCHITECT



NEW SPECULATIVE OFFICE / WAREHOUSE PROJECT

QUIET WAREHOUSING

SEABROOK, TEXAS 77586

5815 OLD HIGHWAY 146

PROJECT
24-006

DATE
03/17/25

REVISIONS
10/16/25

SHEET
D-8

REVISION NOTES:

1. REVISED BUILDING STRUCTURE FROM CONC. TILTWALL & STRUCTURAL STEEL TO PRE-ENGINEERED METAL BUILDING STRUCTURE W/ PREFINISHED METAL WALL PANELS AND ROOF PANELS.
2. ADDED FINISH FLOOR & BASE FLOOD ELEVATIONS.

EXTERIOR ELEVATIONS - ARCHITECTURAL

SCALE: 1/16" = 1'-0"

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Exhibit “D-9”

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2026-01

Quiet Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

- Third Quarter 2025 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler
- First Quarter 2026 – Completion of Plan Design, Submittal for Plan Review and Approvals
- First Quarter 2026 – Plan Review and Plan Approvals

The following is an estimated time line for Project Construction:

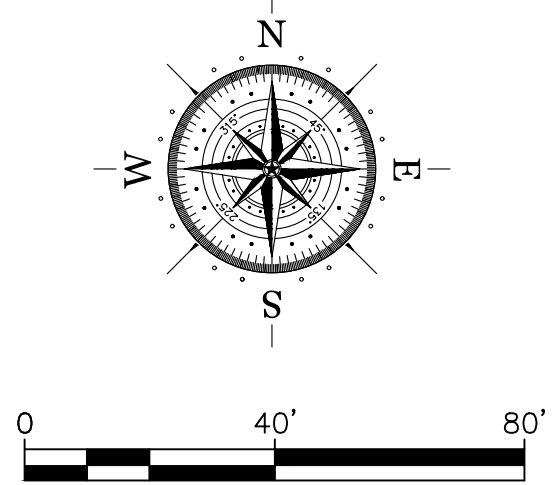
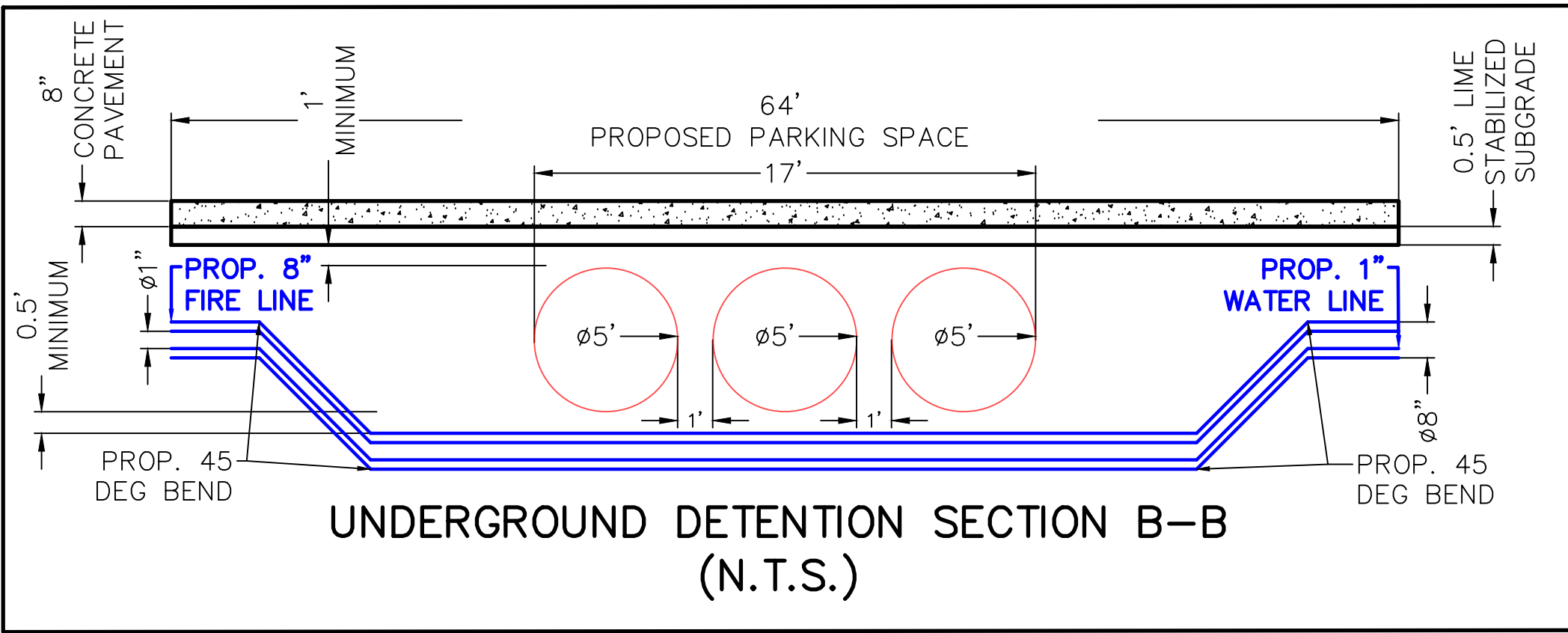
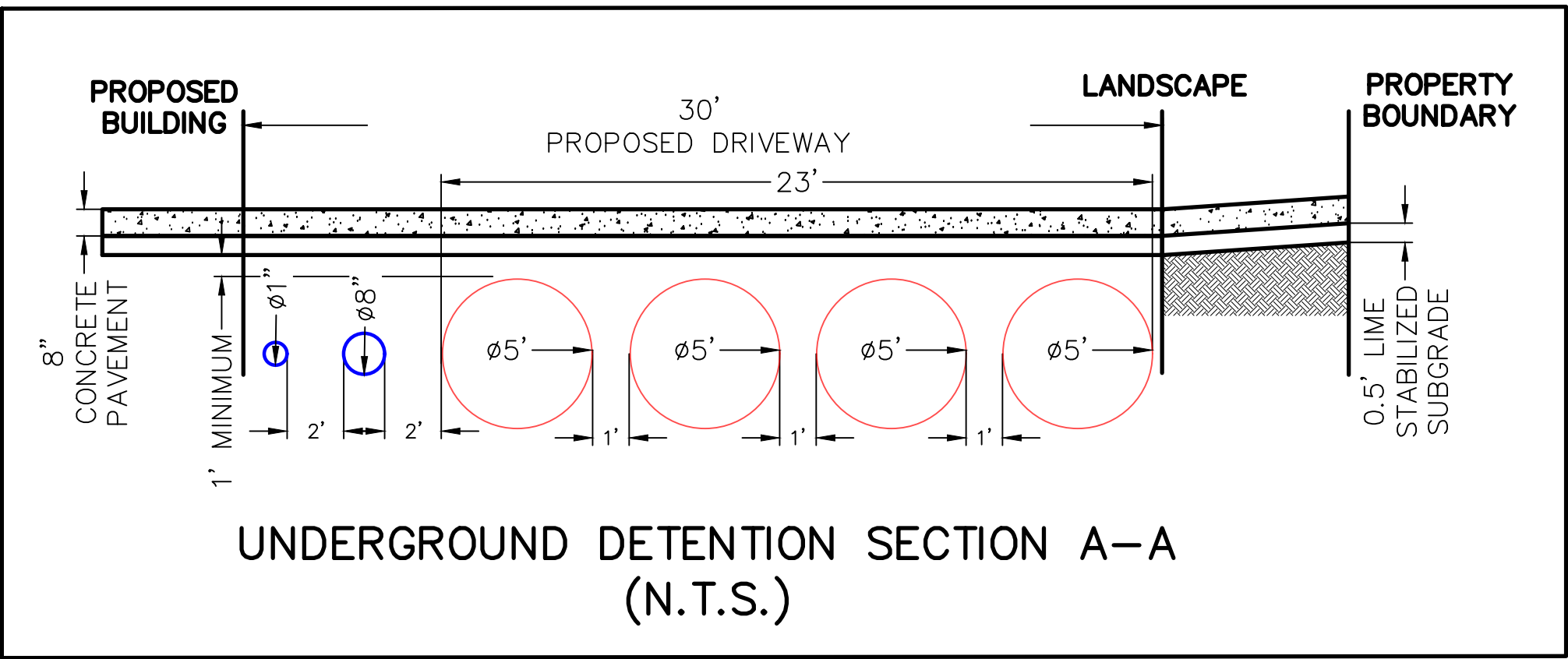
- First Quarter 2026 – Commence Underground Utilities, Detention Pond, Site Grading
- Second Quarter 2026 – Commence Concrete Pavement, Building Foundations, Site Fencing
- Third Quarter 2026 – Commence Buildings, Sprinkler Installation, Exterior Painting
- Fourth Quarter 2026 – Commence Interior Conversion, Store Front Glass, Landscaping, Signage

The following is an estimated time line for Project Construction:

- First Quarter 2027 – Finalize Miscellaneous Items, Clean Up, Hand Over Buildings

Dissolution of the PUD: Should the PUD project fail to meet the schedule as approved by the city council the PUD classification and related permits may be at the discretion of the City Council be terminated and, the land shall return to the zoning that existed immediately prior to the PUD conditional approval.

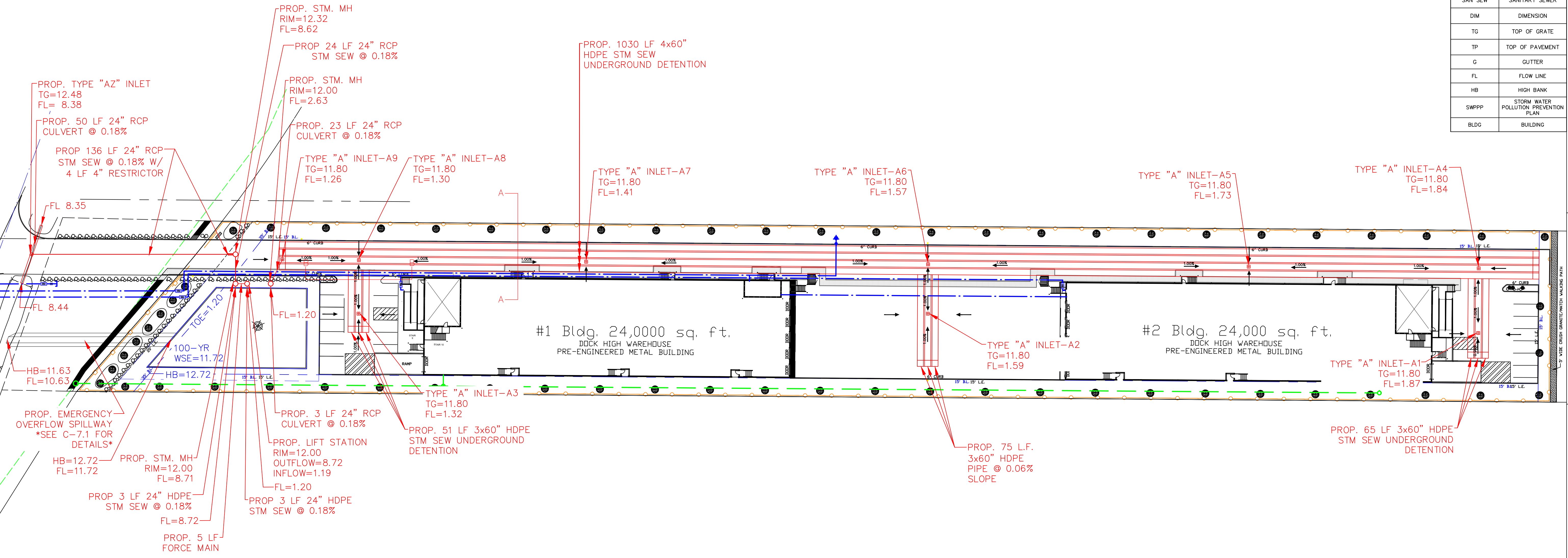
FLOODPLAIN INFORMATION
THE 3.69 ACRE TRACT SHOWN
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BFE=12'.
FIRM PANEL: 48201C1085M



LEGEND		
CATEGORY	PROPOSED	EXISTING
STORM	PROP	EXISTING
SANITARY	PROP	EXISTING
WATER	PROP	EXISTING
TOP OF GRATE	TG=19.00	TG=18.00
TOP OF PAVEMENT	TP=19.00	TP=18.00
GUTTER	G=19.00	G=18.00
FINISHED FLOOR	FF=19.00	FF=18.00
SWPPP INLET PROTECTION BARRIER	[Symbol]	
SWPPP FILTER FABRIC FENCE	[Symbol]	
SWPPP STABILIZED CONSTRUCTION ACCESS	[Symbol]	
SWPPP ROCK FILTER DAM	[Symbol]	
SWPPP CONCRETE TRUCK WASHOUT AREA	[Symbol]	
DRAINAGE AREA (ACRES)	[Symbol]	
DRAINAGE AREA BOUNDARY	[Symbol]	
PAVING	[Symbol]	
BUILDING	[Symbol]	
DIMENSION LINE	[Symbol]	

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HB	HIGH BANK
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
BLDG	BUILDING



JRH Engineering, Inc.				Storm Sewer Calculation Form																			
Project: 5815 OLD HIGHWAY 146				DATE: 9/9/2025								b = 64.76497											
Job No:												d = 12.82852											
By: JRH Engineering				Rainfall Frequency (years): 2								e = 0.800429											
#N/A																							
									LINE				DESIGN				HYD. GRAD						
From MH	To MH	Sub Area Acres	Sub Runoff Coeff. C	Total Area Acres	Sum of C A	Intensity I (In / Hr.)	Sum of Flows cfs Q	Time of Conc. min.	Reach Length Feet	Diameter in inches or span x rise	Slope %	Manning's n"	Capacity cfs	Velocity fps	Actual Velocity fps	Hydraulic Gradient %	Change in Head Ft.	Elev. Up Stream	Elev. Down Stream				
A1	A4	0.30	0.77	0.30	0.23	3.68	0.85	23.09	51	60		0.06	0.013	63.79	3.25	1.13	0.000	0.000	6.83	6.83			
A4	A5	0.21	0.77	0.51	0.39	3.66	1.44	23.35	186	60		0.06	0.013	63.79	3.25	1.30	0.000	0.000	6.71	6.71			
A5	A6	0.72	0.77	1.23	0.95	3.59	3.40	24.31	260	60		0.06	0.013	63.79	3.25	1.68	0.000	0.000	6.56	6.56			
A2	A6	0.55	0.77	0.55	0.42	3.49	1.48	25.64	38	60		0.06	0.013	63.79	3.25	1.30	0.000	0.000	6.56	6.56			
A6	A7	0.32	0.77	2.10	1.62	3.47	5.62	25.83	277	60		0.06	0.013	63.79	3.25	2.00	0.000	0.001	6.39	6.39			
A7	A8	0.75	0.77	2.85	2.19	3.38	7.41	27.25	183	60		0.06	0.013	63.79	3.25	2.17	0.001	0.001	6.28	6.28			
A3	A8	0.25	0.77	0.25	0.19	3.31	0.64	28.19	41	60		0.06	0.013	63.79	3.25	1.04	0.000	0.000	6.28	6.28			
A8	A9	0.15	0.77	3.25	2.50	3.30	8.26	28.40	60	60		0.06	0.013	63.79	3.25	2.22	0.001	0.001	6.25	6.25			
A9	P1	0.10	0.77	3.35	2.58	3.28	8.46	28.71	26	24		0.18	0.013	9.60	3.06	3.44	0.140	0.036	4.66	4.62			

JRH Engineering, Inc.						Storm Sewer Calculation Form														
Project: 5815 OLD HIGHWAY 146						DATE: 9/9/2025						b = 113.676048								
Job No:												d = 13.1641523								
By: JRH Engineering						Rainfall Frequency (years): 100						e = 0.69627111								
#N/A																				
									LINE				DESIGN				HYD. GRAD			
From MH	To MH	Sub Area Acres	Sub Runoff Coeff. C	Total Area Acres	Sum of C A	Intensity I (In / Hr.)	Sum of Flows cfs Q	Time of Conc. min.	Reach Length Feet	Diameter in inches or span x rise	Slope %	Manning's n"	Capacity cfs	Velocity fps	Actual Velocity fps	Hydraulic Gradient %	Change in Head Ft.	Elev. Up Stream	Elev. Down Stream	
A1	A4	0.30	0.77	0.30	0.23	9.33	2.16	23.09	51	60		0.06	0.013	63.79	3.25	1.46	0.000	0.000	6.84	6.84
A4	A5	0.21	0.77	0.51	0.39	9.28	3.65	23.35	186	60		0.06	0.013	63.79	3.25	1.75	0.000	0.000	6.73	6.73
A5	A6	0.72	0.77	1.23	0.95	9.12	8.64	24.31	260	60		0.06	0.013	63.79	3.25	2.22	0.001	0.003	6.57	6.57
A2	A6	0.55	0.77	0.55	0.42	8.90	3.77	25.64	38	60		0.06	0.013	63.79	3.25	1.75	0.000	0.000	6.57	6.57
A6	A7	0.32	0.77	2.10	1.62	8.87	14.34	25.83	277	60		0.06	0.013	63.79	3.25	2.61	0.003	0.008	6.41	6.41
A7	A8	0.75	0.77	2.85	2.19	8.65	18.98	27.25	183	60		0.06	0.013	63.79	3.25	2.82	0.005	0.010	6.31	6.30
A3	A8	0.25	0.77	0.25	0.19	8.51	1.64	28.19	41	60		0.06	0.013	63.79	3.25	1.38	0.000	0.000	6.30	6.30
A8	A9	0.15	0.77	3.25	2.50	8.48	21.23	28.40	60	60		0.06	0.013	63.79	3.25	2.89	0.007	0.004	6.26	6.26
A9	P1	0.10	0.77	3.35	2.58	8.44	21.77	28.71	33	24		0.18	0.013	9.60	3.06	3.19	0.926	0.306	4.93	4.62

CIVIL DRAWINGS
5815 OLD HIGHWAY 146
SEABROOK, TX 77586

EXHIBIT

JRH ENGINEERING & ENVIRONMENTAL SERVICES, INC.
P.O. BOX 1160
MANVEL, TEXAS 77578
PHONE: 281-489-5066
TBP FIRM NO. 10385



DRAWING TITLE

DRAINAGE PLAN

SCALE 1: 40 CHECKED BY

DATE 10/24/2025 PROJECT #

DRAWING NO.

D-10

NEW SPECULATIVE OFFICE / WAREHOUSE PROJECT

QUIET WAREHOUSING

SEABROOK, TEXAS 77586

5815 OLD HIGHWAY 146

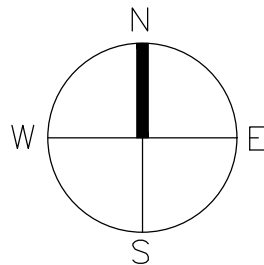
PROJECT
24-006

DATE
03-17-25

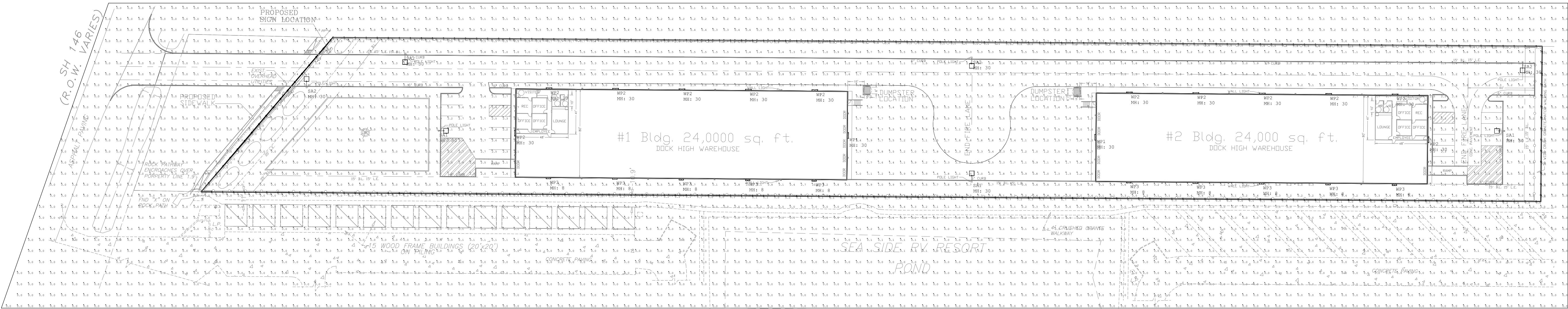
REVISIONS
1 05/11/25 FIRE PUMP REV
2 08/05/25 CITY COMMENTS

PHOTOMETRIC
SITE PLAN

SHEET
D-11



1 PHOTOMETRIC SITE PLAN
SCALE: 1'-0" = 50'



Luminaire Schedule		Label	Arrangement	Description	Tag	IES	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height
Symbol	Qty									
	3	BA1	Single	MR16-LED-180-311-PT-20-7000K-CIE		0.800	11444	135	405	30
	4	BA2	Single	MR16-LED-180-311-PT-20-7000K-CIE		0.800	11444	135	140	30
	2	MP1	Single	MR16-LED-180-311-PT-20-7000K-CIE		0.800	11444	135	195	30
	12	MP2	Single	MR16-LED-180-311-PT-20-7000K-CIE		0.800	11444	135	195	30
	10	MP3	Single	MR16-LED-180-311-PT-20-7000K-CIE		0.800	11444	135	195	30

Calculation Summary										
Label	Code/Type	Units	Avg	Max	Min	Avg/Min	Max/Min			
PROP Lum	ILLUMINANCE	FC	0.34	10.3	0.0	30.8	30.8			
EXIST SITE	ILLUMINANCE	FC	2.15	5.7	0.0	30.8	30.8			
EXISTE + PROPOSED	ILLUMINANCE	FC								

Request to Amend the Quiet Warehouse Planned Unit Development (PUD)

City Council and Planning and Zoning
Commission Joint Meeting
January 6, 2026



Requested Action

Starship Texas City, LLC is requesting approval for an amendment to Ordinance 2024-11, Quiet Warehousing (PUD Planned Unit Development). The proposed amendments include modifying the exterior finishes of the structures from tilt wall construction to prefinished metal wall panels, updating the warehousing development schedule, and revising all required exhibits.

Current Land Use

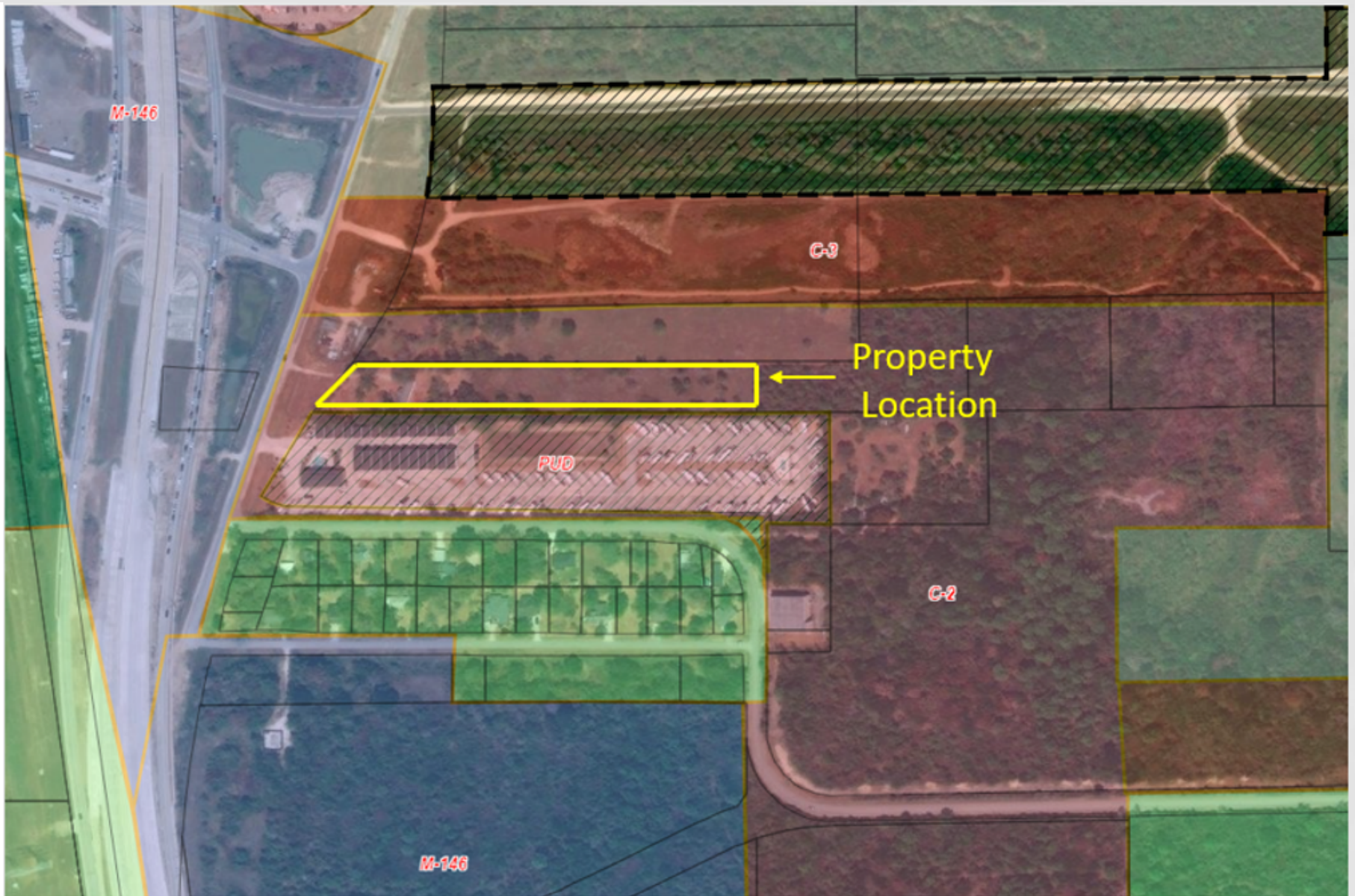
The site is currently undeveloped and situated between a developed RV park and an undeveloped parcel of land. The property, located at 5815 Old Hwy 146, Seabrook, TX 77586, lies east of Old State Highway 146, north of Red Bluff Drive, and south of Port Road. While the site is zoned C-2 (Commercial Medium) with a PUD overlay, the areas to the north are zoned LI (Light Industrial). The proposed use is consistent with the surrounding industrial character, and a larger industrial warehouse (Transwestern) was recently constructed to the north along Old Highway 146. Additional warehouse developments are anticipated along Old Highway 146, which may eventually include a Port of Houston developed warehouse project.

The warehouse facility Final PUD aligns with the City's Comprehensive Master Plan. The development aims to promote high quality development in Seabrook by providing flexibility to address various site characteristics, constraints, locations, and land uses.

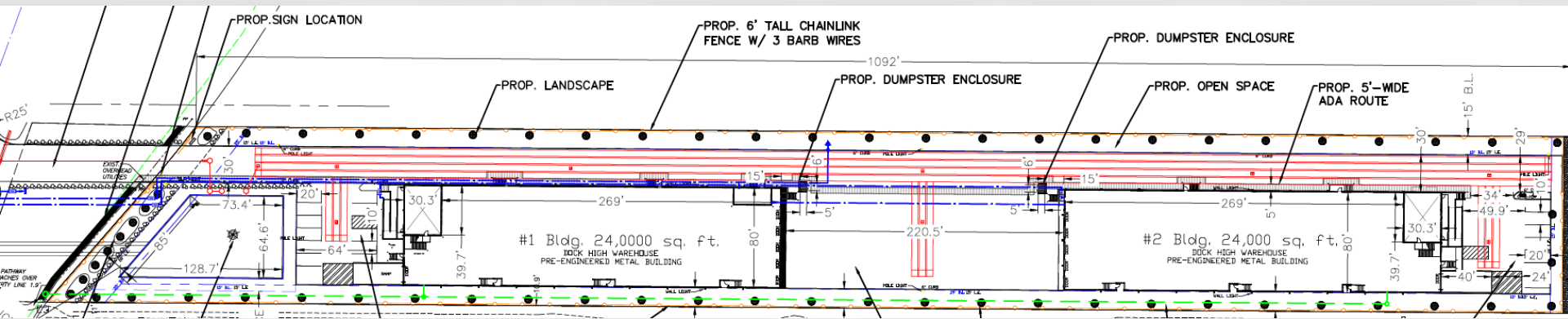
Previous Action Taken

City Council approved the original Final PUD at its meeting on September 3, 2024.

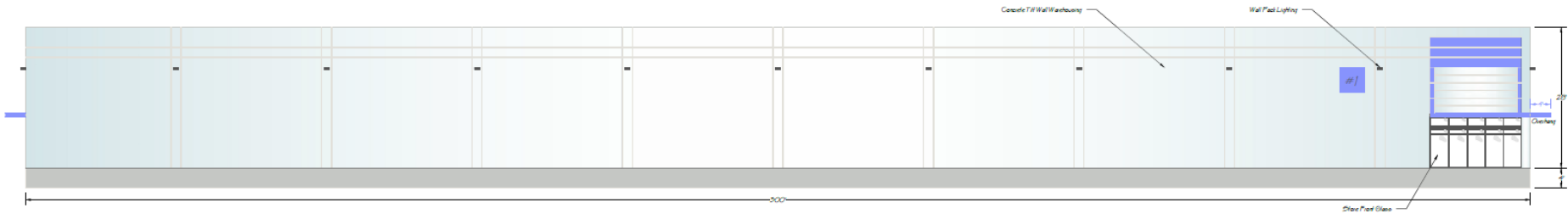




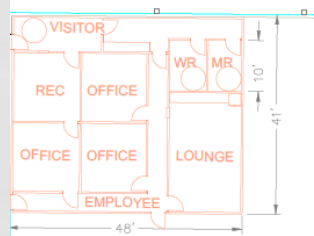
Site Plan



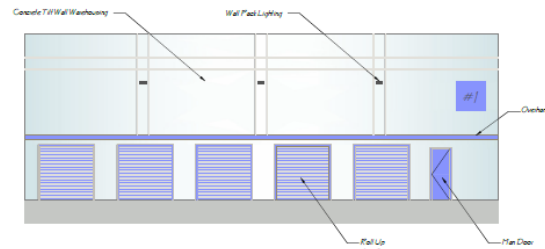
Approved Building Finishes



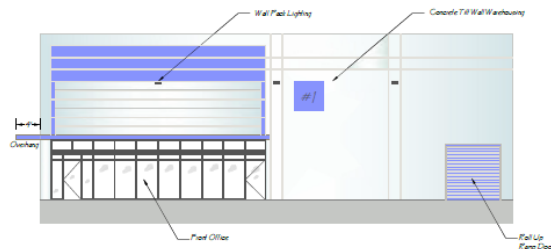
Bldg. #1 Side Wall Elevation
Looking South



Office Area
Floor Plan

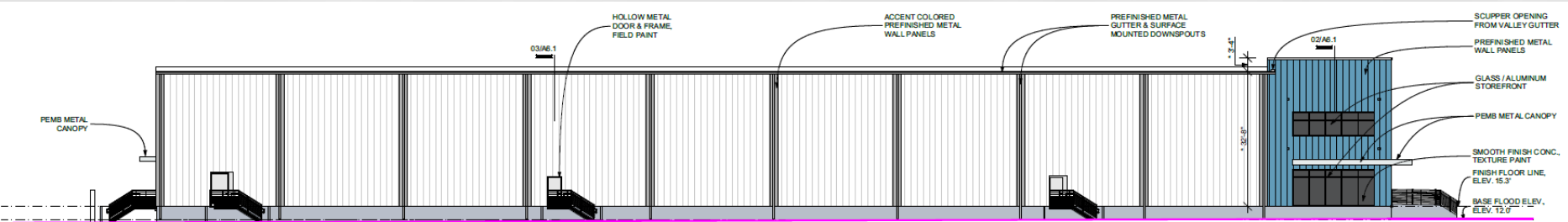


Bldg. #1 Rear Elevation
Looking West

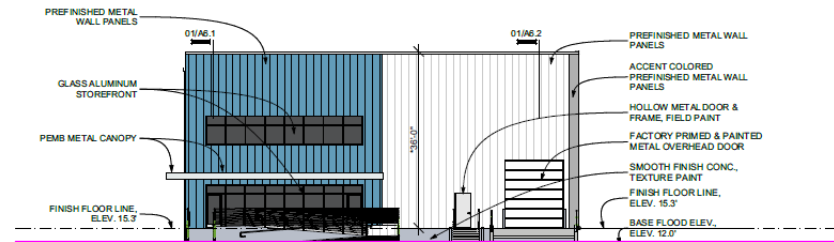


Bldg. #1 Front Elevation
Looking East

Proposed Building Finishes

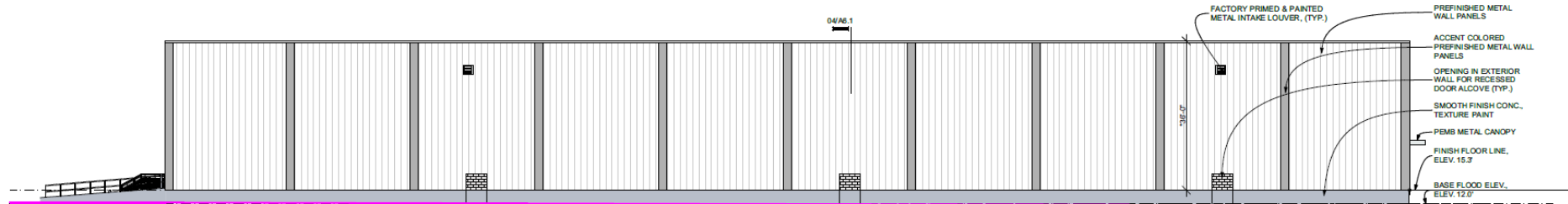


NORTH ELEVATION - BLDG. 1. BLDG. 2 (OPPOSITE HAND)

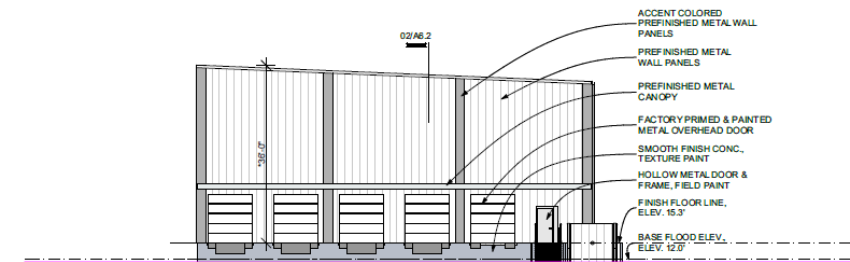


WEST ELEVATION - BLDG. 1 EAST ELEVATION - BLDG. 2 (OPPOSITE HAND)

Proposed Building Finishes



SOUTH ELEVATION - BLDG. 1. BLDG. 2. (OPPOSITE HAND)



EAST ELEVATION - BLDG. 1 WEST ELEVATION - BLDG. 2 (OPPOSITE HAND)

Original Development Schedule

Exhibit "D-9"

"Quit Warehousing" Planned Unit Development District Plan

Ordinance No. 2024-11

Quit Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

Second Quarter 2024 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler

Third Quarter 2024 - Completion of Plan Design, Submittal for Plan Review and Approvals

Fourth Quarter 2024 - Plan Review and Plan Approvals

The following is an estimated time line for Project Construction:

First Quarter 2025 – Commence Underground utilities, Detention Pond, Site Grading

Second Quarter 2025 - Commence Concrete Pavement, Building Foundations, Site Fencing

Third Quarter 2025 - Commence Tilt Wall Buildings, Roof System, Sprinkler Installation, Exterior Painting

Fourth Quarter 2025 - Commence Interior Conversion, Store Front Glass, Landscaping, Signage

The following is an estimated time line for Project Construction:

First Quarter 2026 – Finalize Miscellaneous Items, Clean Up, Hand Over Buildings

Updated Development Schedule

Exhibit “D-9”

“Quiet Warehousing” Planned Unit Development District Plan

Ordinance No. 2026-01

Quiet Warehousing Development Schedule

The following is an estimated time line for Plans Designs, Plans Review and Plan Approvals:

- Third Quarter 2025 – Plan Design; Civil, Architectural, Mechanical, Electrical, Plumbing, Sprinkler
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The following is an estimated time line for Project Construction:

- First Quarter 2026 – Commence Underground Utilities, Detention Pond, Site Grading
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- Fourth Quarter 2026 – Commence Interior Conversion, Store Front Glass, Landscaping, Signage

The following is an estimated time line for Project Construction:

- First Quarter 2027 – Finalize Miscellaneous Items, Clean Up, Hand Over Buildings

Questions?



Agenda Briefing

Date of Meeting: January 6, 2026

Responsible Department: Community Development

Presenter: Sean Landis, Deputy City Manager | Planning and Zoning Director

Briefing Prepared By: Sean Landis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the first reading of Ordinance 2026-02, an ordinance authorizing the sale to Bay Vista Property Owner's Association all the right-of-way generally located within the Gay Vista Subdivision, known as Bay Vista Drive, originally platted as Palm Drive and Flamingo Lane; providing for the determination and payment of fair market value; authorizing conveyance by limited warranty deed; providing conditions precedent; and containing other related provisions.

Executive Summary / Background:

At the regular meeting held on December 2, 2025, City Council unanimously approved the sale, abandonment/vacation, and conveyance of the right-of-way generally located within the Gay Vista Subdivision, known as Bay Vista Drive and originally platted as Palm Drive and Flamingo Lane. The right-of-way is described as a 60-foot right-of-way comprising a 1.473-acre (64,152-square-foot) tract of land situated in the Ritson Morris Survey, Abstract No. 52, Harris County, Texas, according to the map or plat recorded in Volume 58, Page 24 of the Harris County Map Records. Council further directed that title be ordered and the City Attorney prepare the appropriate ordinance.

The City Attorney has prepared Ordinance 2026-02 for City Council's consideration and possible approval.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Ordinance 2026-02

2. Ordinance 2026-02 Exhibit A
3. Ordinance 2026-02 Exhibit B

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

**ABANDON/VACATE AND CONVEY BAY VISTA DRIVE, ORIGINALLY PLATTED AS
PALM DRIVE AND FLAMINGO LANE**

WHEREAS, Section 272.001 of the Texas Local Government Code, entitled “Sale or Lease of Property by Municipalities, Counties, and Certain Other Local Governments,” requires that land owned by local governments generally be sold through public sale unless the property falls within certain limited statutory exceptions; and

WHEREAS, the property described in Exhibit “A” attached hereto consists of a narrow strip of dedicated right-of-way forming Bay Vista Drive (originally platted as Palm Drive and Flamingo Lane) and qualifies for disposal under one or more of the following statutory exceptions in Section 272.001:

- (1) Narrow strips of land, or land that because of its shape or small area cannot be used independently under applicable zoning or subdivision ordinances;
- (2) Streets or alleys owned in fee or used by easement;
- (3) Easements for which one or more abutting property owners own the underlying fee title;
- (4) Real property originally acquired for streets, rights-of-way, or easements that a political subdivision elects to exchange or convey;

WHEREAS, the Applicants are the only abutting owners and therefore eligible to purchase the property to the exclusion of other bidders under Section 272.001; and

Page 81 of 190

46 **WHEREAS**, the Applicants have agreed to pay the City attorney fees incurred in the
47 process, and any filing, recording, or closing costs; and
48

49 **WHEREAS**, the City Council finds that fair market value of \$167,000.00 as determined
50 by the appraisal shall constitute the minimum acceptable compensation for conveyance; and
51

52 **WHEREAS**, upon execution of an acceptance of this Ordinance by the Applicants and
53 upon payment of all required fees and compensation, this Ordinance shall become final and non-
54 executory; and
55

56 **WHEREAS**, as a condition precedent to conveyance, the Applicants shall grant an
57 easement for perpetual ingress and egress for the benefit of all abutting properties within the Bay
58 Vista Subdivision, including access for emergency services, utility repair, and trash disposal for
59 the City; and such access shall also be granted to all franchise utility companies; and
60

61 **WHEREAS**, as a condition precedent to conveyance, the Applicants shall grant a blanket
62 utility easement encompassing the full limits of the roadway being conveyed to the City, together
63 with all franchise utilities; and
64

65 **WHEREAS**, all public notices have been posted and published and all required hearings
66 on this matter have been held in accordance with the city's ordinance and law; now, therefore,
67

68 **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK,**
69 **STATE OF TEXAS:**
70

71 **SECTION 1. FINDING OF FACT.**
72

73 That the facts and matters set forth in the preamble of this Ordinance are hereby found to
74 be true and correct. The fair market value as appraised shall constitute the minimum acceptable
75 compensation. The property shall be offered for sale exclusively to the Applicants for an amount
76 equal to or greater than the appraised value. If the Applicants fail to pay the appraised value, no
77 conveyance shall occur. If the Applicants fail to establish the required utility easement or
78 perpetual ingress and egress easement, no conveyance shall occur. This Ordinance becomes final
79 only upon payment of all required costs and execution of the acceptance.
80

81 If the transaction remains unconsummated one (1) year from the date of passage, this Ordinance
82 shall expire.
83

84 **SECTION 2. AUTHORIZATION TO EXECUTE DOCUMENTS**
85

86 The Mayor is authorized to execute all instruments necessary to convey the property
87 upon satisfaction of all conditions and payment of all required funds.
88
89
90
91
92

SECTION 3. ACCEPTANCE AND PAYMENT

This Ordinance shall not take effect until the Applicants execute a written acceptance and submit full payment in good funds of all costs, fees, and the appraised fair market value.

SECTION 4. MUTUAL EXECUTION OF DOCUMENTS

The City and the Applicants agree to execute all documents necessary to effectuate the intent of this Ordinance.

SECTION 5. FORM OF CONVEYANCE; CONDITIONS PRECEDENT

Conveyance shall be made by Limited Deed Without Warranty, subject to all existing easements of record, including the ingress/egress easement and the blanket utility easement referenced herein, as well as all public utilities currently in place.

SECTION 6. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 7. SEVERABILITY.

In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 8. NOTICE BY PUBLICATION

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 6th day of January 2026.

PASSED AND APPROVED on final reading with a quorum present, by an affirmative vote of a majority of Council Members present, in accordance with Seabrook City Charter Section 2.10 on this 20th day of January 2026.

By: _____
James J Sweeney, Mayor

ATTEST:

By: _____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
David Olson
City Attorney

**METES AND BOUNDS
OF PLATTED STREETS
GAY-VISTA SUBDIVISION
VOLUME 58 PAGE 24
HARRIS COUNTY MAP RECORDS**

BEING a 1.473 acre (64,152 square feet) tract of land situated in the Ritson Morris Survey A-52, Harris County, Texas, and being all of the roadways as platted in GAY-VISTA SUBDIVISION, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 058, Page 024 of the Harris County Maps Records (H.C.M.R.), said 1.473 acre parcel being more fully described by metes and bounds as follows;

BEGINNING at a found pinched top iron pipe in the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) being the southwest corner of Lot 4 of said GAY-VISTA SUBDIVISION;

THENCE S 87°27'58" E, along and with the said north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 4, a distance of 65.00 feet to a found pinched top iron pipe, being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears N 47°31'33" E for a distance of 35.36 feet, along the arc of said curve for a distance of 39.28 feet to found pinched top iron pipe;

THENCE N 02°31'05" E, along and with the northwest line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the southeast line of said Lot 4 a distance of 25.22 feet to a found 1 inch iron pipe, being the point of curvature of a curve to the right;

THENCE, along said tangent curve to the right with a radius of 45.00 feet, the chord of which bears S 56°34'31" E for a distance of 77.22 feet, along the arc of said curve for a distance of 189.92 feet to found iron rod with cap stamped VILLA 6751 for southwest corner of Lot 5 and the northwest corner of Lot 6 of said GAY-VISTA SUBDIVISION

THENCE, along a reverse curve to the left with a radius of 12.00 feet, the chord of which bears S 33°23'31" W for a distance of 12.34 feet, along the arc of said curve for a distance of 12.96 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE S 02°27'08" W, along and with the east line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the west line of said Lot 6 a distance of 65.54 feet to a found pinched top iron pipe being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears S 33°48'36" E for a distance of 29.57 feet, along the arc of said curve for a distance of 31.64 feet to a found 3/4" iron pipe being in the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 6;

THENCE S 70°04'19" E, along and with the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 6 at a distance of 79.50 feet passing a 3/4" iron pipe found for the southeast corner of Lot 6 and the southwest corner of Lot 9 of said GAY-VISTA SUBDIVISION and continuing with the south line of said Lot 9 a total distance of 146.59 feet to a found 3/4" iron pipe being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears N 67°59'36" E for a distance of 33.41 feet, along the arc of said curve for a distance of 36.59 feet to a found 1 inch iron pipe being in the east line of said Lot 9 and the west line of Bay Vista Drive, platted as Flamingo Drive (60 foot right of way);

THENCE N 26°03'32" E, along and with the west line of Bay Vista Drive, platted as Flamingo Lane (60 foot right of way) and the east line of Lots 7, 8, and 9 of said GAY-VISTA SUBDIVISION a distance of 300.59 feet to a found 3/4" iron pipe;

THENCE N 05°54'58" W, along and with the east line of said Lot 7 a distance of 62.48 feet to a found 1" iron pipe, being in the north line of said GAY-VISTA SUBDIVISION;

THENCE N 84°05'02" E, along and with the north line of said GAY-VISTA SUBDIVISION and the north line of Bay Vista Drive, platted as Flamingo Lane a distance of 109.74 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

EXHIBIT "A"
Page 2 of 2

THENCE S 26°03'39" W, along and with the east line of Bay Vista Drive, platted as Flamingo Drive (60 foot right of way) at a distance of 13.75 feet passing the northwest corner of Lot 16A of AMENDING PLAT OF GONZALEZ ADDITION ON BAY VISTA DRIVE, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Harris County Clerk File No. 20140378216 Harris County Map Records, at a distance of 132.00 feet passing the southwest corner of said Lot 16A of AMENDING PLAT OF GONZALEZ ADDITION ON BAY VISTA DRIVE, and the northwest corner of Lot 15 of said GAY-VISTA SUBDIVISION, and continuing with west line of Lots 15, 14, 13, 12, 11, and 10 of said GAY-VISTA SUBDIVISION a total distance of 544.43 feet to a set X in landscape rock, being in the north line of a Private Boat Slip according to said GAY-VISTA SUBDIVISION;

THENCE N 70°50'58" W, along and with the north line of said Private Boat Slip and south line of Bay Vista Drive, platted as Flamingo Lane (60 foot right of way) a distance of 60.44 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261; being in the east line of Lot 3 of said GAY-VISTA SUBDIVISION, and the west line of Bay Vista Drive, platted as Flamingo Lane (60 foot right of way);

THENCE N 26°03'39" E, along and with the west line of Bay Vista Drive, platted as Flamingo Drive (60 foot right of way), and the east line of said Lot 3 a distance of 29.37 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.01 feet, the chord of which bears N 22°41'23" W for a distance of 37.60 feet, along the arc of said curve for a distance of 42.55 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE N 70°04'19" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the north lines of Lots 2, and 3 of said GAY-VISTA SUBDIVISION a distance of 134.04 feet to a to set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 being the point of curvature of a curve to the right;

THENCE, along said tangent curve to the right with a radius of 85.00 feet, the chord of which bears N 42°12'25" W for a distance of 79.46 feet, along the arc of said curve for a distance of 82.68 feet to a found 1/2" iron rod being in the west line of Lot 1 of said GAY-VISTA SUBDIVISION;

THENCE N 14°32'14" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot right of way), and the north line of said Lot 1 distance of 5.70 feet to a found 3/4" iron pipe for corner being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 35.00 feet, the chord of which bears N 51°00'06" W for a distance of 41.60 feet, along the arc of said curve for a distance of 44.55 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE N 87°27'58" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot right of way), and the north line of said Lot 1 distance of 58.65 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 for the northwest corner of said Lot 1;

THENCE N 02°32'02" E, a distance of 60.00 feet to the **POINT OF BEGINNING**.

BASIS OF BEARING: Grid North Texas State Coordinate System, NAD83, South Central Zone.

This property description has been prepared based on a survey made on the ground under the direction of Scott D. Ellis Registered Professional Land Surveyor Reg. No. 6261 dated April 02, 2025 as depicted on survey plat attached hereto and to which reference is hereby made.



Scott D. Ellis

*Ellis Surveying Services, LLC.
2805 25th Avenue North
Texas City, TX 77590
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00*

APPRAISAL REPORT OF

A 1.473-Acre Tract of Vacant Land,
located along the east line of Toddville Road
approximately 450 feet south of E Meyer Avenue,
Seabrook, Harris County, Texas 77573

PREPARED FOR

Mr. Steve Belmonte
President
Bay Vista Property Owners Association
2450 S Shore Blvd., Suite 125
League City, Texas 77573

Date of Value: June 18, 2025
Date of Report: November 3, 2025

BY

GREENBRIAR APPRAISAL COMPANY



GREENBRIAR
APPRAISAL COMPANY
Real Estate Appraisers-Consultants

BRAD KANGIESER, MAI, SRA



November 3, 2025

Mr. Steve Belmonte
President
Bay Vista Property Owners Association
2450 S Shore Blvd., Suite 125
League City, Texas 77573

Reference: Appraisal Report of a 1.473-Acre Tract of Vacant Land, located along the east line of Toddville Road approximately 450 feet south of E Meyer Avenue, Seabrook, Harris County, Texas 77494.

Dear Mr. Belmonte:

In compliance with your request, the above-referenced property has been visited and appraised as of June 18, 2025. The subject property is one contiguous tract of land containing approximately 64,152 square feet or 1.473 acres located along the east line of Toddville Road approximately 450 feet south of E Meyer Avenue, Seabrook, Harris County, Texas 77586. The subject is the current right of way for Bay Vista Drive east of Toddville Road and is improved with asphalt paving. The estimated size is based on the survey provided by the client.

The purpose of this report is to form an opinion of the Market Value of the fee simple estate in the land. The report is based upon our site visit and on research into various factors that influence value. In our opinion, the "as is" Market Value of the fee simple estate, as of June 18, 2025, based on a one year exposure period, is as follows:

\$167,000

Market Value, as further defined in this report, is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus.

In accordance with the definition of Market Value utilized in this appraisal report, the marketing period as set forth in this report represents the time period required to sell the subject property, allowing for currently identified market conditions and factors. Based on the current market conditions, it is the appraisers' opinion that the market value of the subject property is based on an anticipated exposure period of 12 months.

Prior to accepting this assignment, the appraisers concluded that they have the necessary experience and/or knowledge to competently complete the appraisal, and during the preparation of the appraisal, the appraisers have not discovered any areas in the assignment requiring appraisal expertise in which we were lacking.

The above statements of appraiser competency applies to knowledge and/or experience for the real estate appraisal discipline and not other areas of trades, professions or disciplines such as engineering, surveyors, attorneys, etc.

Our site visit did not reveal, nor did we observe, or are we aware of any natural, cultural, recreational, environmental or scientific value influences affecting the subject property. We have not made a specific Americans with Disabilities Act (ADA) compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. The value estimate is predicated on the assumption that no such influences are present that would affect our value conclusions. We have no expertise in these fields and no responsibility is assumed for any such conditions or for any expertise, engineering or other special knowledge required to discover them. Such studies are recommended before these values can be relied on by readers of this report.

To the best of our understanding this report conforms to FIRREA, as well as the rules of the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation.

We certify that we have no interest, present or proposed, in the subject property, that the estimate herein has been reached after investigation, analysis and study of pertinent data, and that our fee is in no way contingent upon the value reached. This appraisal is made subject to our current contingent and limiting conditions.

Sincerely,



Brad Kangieser, MAI, SRA
#TX-1320289-G

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CERTIFICATION

We certify that, to the best of our knowledge and belief:

- (1) The statements of facts contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- (3) We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- (4) We have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- (5) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (6) Our engagement in this assignment was not contingent upon developing or reporting a predetermined results.
- (7) Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- (8) Our analyses, opinions, or conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- (9) Brad Kangieser has made a personal inspection of the property that is the subject of this report.
- (10) No one provided significant real property appraisal assistance to the persons signing this certification.
- (11) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- (12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (13) As of the date of this report, Brad Kangieser, has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.

CERTIFICATION - CONTINUED

- (14) As of the date of this report, Brad Kangieser is a Texas State Certified General Real Estate Appraisers.
- (15) The “as is” market value of the fee simple estate of the subject site, as of June 18, 2025, based on a 12 month exposure period, is as follows:

\$167,000



Brad Kangieser, MAI, SRA
#TX-1320289-G

Extraordinary Assumptions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraisers' opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

1. None.

Hypothetical Conditions

A hypothetical condition is defined in USPAP as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The value conclusions are based on the following hypothetical conditions that may affect the assignment results.

1. None

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Identification	One tract of vacant land.
Location	The subject is located along the east line of Toddville Road approximately 450 feet south of E Meyer Avenue, Seabrook, Harris County, Texas 77573.
Purpose of the Appraisal	Estimate the Market Value of the subject property as of the date of this appraisal.
Property Right Appraised	Fee Simple Estate.
Land Size	1.473 Acres (64,152 square feet)
Highest and Best Use	As vacant; speculative investment with the most likely future use being in conjunction with adjacent residential properties.
Zoning	R-1, Residential - City of Seabrook
Improvements	None.
Flood Plain Status	The subject site is located in Zone VE; areas determined to be located in the 100-year flood hazard and velocity hazard- FIRM #48201C1085M, January 6, 2017.
OPINIONS OF VALUE	
Sales Comparison Approach - Land Only	\$167,000 (\$2.60 per square foot)
Date of Site Visit	June 18, 2025
Date of Value	June 18, 2025
Date of Report	November 3, 2025
Exposure Period	12 Months
Marketing Time	12 Months

CONTINGENT AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions.

The legal description furnished to us is assumed to be correct. We assume no responsibility for matters legal in character, nor do we render any opinion as to the title, which is assumed to be good and marketable unless otherwise stated. Any existing liens and encumbrances have been disregarded and the property appraised as though free and clear under responsible ownership and competent management, unless otherwise indicated.

We have made no survey and assume no responsibility in connection with such matters. We believe the information in this report furnished by others to be reliable, but no warranty is given for its accuracy. This includes, but is not limited to, information obtained in regard to operating statements, rent rolls, flood plains, wetlands, geological fault lines, sufficiency of public utilities, and land or surface subsidence. The construction and condition of the improvements mentioned in the body of this report is based on observation and no engineering study has been made, unless previously noted, which would discover latent defects. No certification as to construction or any of the physical aspects could be given unless a proper engineering study were made.

No fault line, flood plain, or subsidence study has been made by the appraisal firm and could be under taken only by a qualified engineering firm.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

The distribution of the total valuation between land and improvements in this report applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used.

Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interest will invalidate the value estimate, unless such prorations or division of interests has been set forth in the report.

The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question, unless arrangements have been previously made.

Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the appraiser.

Neither all, nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the consent and approval of the author, particularly as to valuation conclusions, and identity of the appraiser or firm with which he/she is connected, or any reference to the Appraisal Institute, or the MAI designation, or the SRA designation.

CONTINGENT AND LIMITING CONDITIONS - CONTINUED

This report is written in conformity with the professional standards of practice and code of ethics of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice and the rules of the Texas Appraisal Licensing and Certification Board unless otherwise stated.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's site visit. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

The appraiser represents that he/she is not an expert to appraise insulation or other products banned by the Consumer Products Safety Commission which might render the property more or less valuable. In connection with this appraisal, the appraiser has not inspected or tested for, nor taken into consideration in any respect the presence or absence of insulation or other said products increase or decrease in the value of the property from the value placed thereon by the opinion of the appraiser.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

It is understood that this assignment and the payment of our fee is not dependent or contingent upon any loan commitment, sale, trial outcome, receipts of funds by you, or any other condition or contingency.

The liability of Greenbriar Appraisal Company, its owner and staff, is limited to the Client only and to the amount of the fee actually paid for the services rendered, as liquidated damages, if any related dispute arises. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than Client, the Client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. Client also agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant or any party), Client will hold Appraiser(s) completely harmless from and against any liability, loss, cost or expense incurred or suffered by Appraiser(s) in any such action, regardless of its outcome.

This report may be relied upon by "CLIENT" in determining whether to make a loan evidenced by a note (the "Property Note") which is further secured by the Property. The report may be relied upon by any purchaser or assignee of the Property Note in determining whether to acquire the Property Note or an interest therein. In addition, the report may be relied upon by any rating agency involved in rating securities secured by, or representing an interest in the Property Note. This report may be used in connection with materials offering for sale the Property Note, or an interest in the Property Note, and in presentations to any

CONTINGENT AND LIMITING CONDITIONS - CONTINUED

rating agency. With respect to the foregoing, the report speaks only as of the origination date of the report unless specifically updated through a supplemental report.

INTENDED USE OF THE APPRAISAL

Bay Vista Property Owners Association is the client and the intended user of this report. Use of this report by others is not intended by the appraisers. This report is intended only for use by the client in conjunction with determining a market value for a possible purchase of the subject. This report is not intended for any other use.

APPRAISAL SCOPE OF WORK

In preparation of this appraisal report, all three approaches (Cost Approach, Income Approach, and Market or Sales Comparison Approach) to value recognized by the appraisal profession, were considered in estimating the market value of the subject property. However, only the Sales Comparison Approach - Land Only was deemed an applicable approach. The Cost and Income Approaches were not considered appropriate method to value the subject because the subject is vacant land.

Furthermore, we have researched Harris County to find market data regarding vacant land sales and listings. In all cases, the data is verified with either the grantor, grantee, broker, property manager, third party or through public records. Additionally, we have interviewed real estate professionals to obtain their opinions regarding trends in the local real estate market. We have also investigated tax records to obtain tax information on the subject property.

The statistical market data was obtained through CB Richard Ellis, Co-Star, Moody Economic Report and State of Texas.

IDENTIFICATION OF THE PROPERTY

The subject property consists of one tract of vacant land containing 1.473 acres located along the east line of Toddville Road approximately 450 feet south of E Meyer Avenue. Legal description is as follows: 1.473 acres out of the Gay Vista development in Seabrook, Harris County, Texas. The subject tract is irregular in shape and is vacant land with paving.

PROPERTY HISTORY AND STATEMENT OF OWNERSHIP

According to the information obtained from the client, the subject tract is currently owned by the City of Seabrook who has owned the property in excess of 3 years. The property owners association is considering the purchase of the site to make it a private road within a gated community. To the best of our knowledge there have not been any other transactions involving the subject in the last three years. Additionally, the appraiser is not aware of any other pending contracts or listing agreements involving the subject property.

DATE OF VALUATION

Our estimate of the "as is" market value of the subject is effective as of June 18, 2025.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of a fee simple valuation for the subject. Fee simple estate is defined by The Dictionary of Real Estate Appraisal, (6th Edition), copyright 2015, page 90, by the Appraisal Institute as being:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat."

TYPE OF VALUE APPRAISED

The type of value appraised in this report is the "as is" market value of the subject property based on terms of cash or cash equivalent financing.

DEFINITION OF MARKET VALUE AND AS IS VALUE

Market Value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

As Is Value is defined by The Dictionary of Real Estate Appraisal, (6th Edition), copyright 2015, page 90, by the Appraisal Institute as being:

"The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date."

AREA AND NEIGHBORHOOD ANALYSIS

Neighborhood is defined by The Dictionary of Real Estate Appraisal, (6th Edition) copyright 2015, page 156, by the Appraisal Institute as being:

- 1). "A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises. "
- 2). "A developed residential super pad within a master planned community usually having a distinguishing name or entrance."

Neighborhoods may be devoted to such uses as residential, commercial, industrial, agricultural, and civic activities, or a mixture of these uses. Analysis of the neighborhood in which a particular property is located is important due to the fact that the various economic, social, political, and physical forces which affect that neighborhood also directly influence the individual properties within it.

Delineation. The subject neighborhood is located southeast of the Houston Central Business District approximately 30 miles and is generally known as the Clear Lake City/League City/Friendswood area. The subject neighborhood may be described as those properties within the incorporated limits of Seabrook, League City, Dickinson, Texas City, La Marque, Webster and Friendswood. Portions of the Clear Lake City area have been annexed into the City of Houston. The neighborhood is primarily a bedroom community for the residents that commute to employment centers in the Houston, Clear Lake City, League City, Texas City, La Marque and Galveston County. The neighborhood is often referred to the "Bay Area" of Houston due to its proximity to Galveston Bay.

Major Traffic Carriers. The primary roadway in the neighborhood is Interstate 45 South (Gulf Freeway), State Highway 3 and State Highway 146. Interstate 45 South (Gulf Freeway) is a divided, controlled access freeway with service roads east of the subject site extending in a north/south direction. Interstate 45 serves as the major traffic carrier from Galveston to Dallas to the north and Houston to Galveston to the south. This is one of the heaviest traveled Interstates in the Greater Houston area and is extremely congested during peak hours.

State Highway 146 and State Highway 3 are major north/south roadways that connect south Galveston County to southeast Houston/Harris County, and provides access to the cities of Texas City, La Marque, Dickinson, League City, Bacliff, Kemah, Seabrook, Pasadena, Deer Park, La Porte and Baytown.

The major thoroughfares which extend in an east/west direction include FM 528/Nasa Road 1, FM 518/West Main, and State Highway 96 (League City Parkway), F.M. 646, F.M. 517, and F.M. 1774. Major thoroughfares which extend in a north/south direction include F.M. 270 (Egret Bay Blvd), W. Bay Area Boulevard, State Highway 3, and State Highway 146. Major thoroughfares which extend in a northeast/southwest direction include Dixie Farm Road, FM 2351/W Edgewood/Clear Lake City Boulevard West Castlewood Avenue, Friendswood-Webster Road, and FM 528/South Parkwood Road. Most of the primary roadways consist of two to six lanes, with concrete or asphalt pavement and curb and gutter or open-ditch drainage. In addition, there are numerous other secondary and interior streets which bind and bisect the subject neighborhood, enhancing its accessibility.

Stage of Development. The subject neighborhood is developed with a wide range of property uses, which include both single-family and multi-family residential, retail, industrial, low to mid rise office development, medical facilities, and specialty use property types. The predominant use in the area is residential with supportive commercial developments on the major roadways.

AREA AND NEIGHBORHOOD ANALYSIS - CONTINUED

The subject neighborhood is considered to be in the growth stage of development with a wide range of property uses,. It has been popular to investors and developers in the past due to its accessibility to Houston's business districts, its close proximity to NASA, Galveston Island, Clear Lake and Hobby Airport.

Most of the commercial development is concentrated along the major thoroughfares and includes strip centers, office buildings, restaurants and other types of commercial development. Additionally there are adequate recreational facilities, clinics and other medical facilities, and houses of worship of most denominations conveniently located throughout the neighborhood.

Numerous shopping center facilities are conveniently located throughout the immediate and outlying areas. The regional malls in this area include The Mall of the Mainland, Baybrook Mall and Almeda Mall.

The Mall of the Mainland is a regional center located south of League City at FM 2004 and Emmett F. Lowry Expressway. The Mall of the Mainland site is 123 acres with 28 stores and a total square footage of 819,028 square feet.

Baybrook Mall, a regional enclosed shopping mall, is located just north of League City at the northwest intersection of Interstate 45 and Bay Area Boulevard. Palais Royal, Sears, and Macy's are the anchor tenants which accompany numerous specialty retail establishments typically found in a shopping center. The performance of Baybrook Mall has proved that retail sales are strong in the area. Additional shopping facilities are provided by neighborhood and community strip shopping centers located along the major thoroughfares.

Other recent retail developments include League City Market Place at the northeast intersection of Interstate 45 and F.M. 646, and League City Town Center, anchored by Target and Home Depot, at the southeast intersection of Interstate 45 and F.M. 646.

The Kemah Boardwalk is located at FM 2094 and State Highway 146. The site overlooks Galveston Bay and includes numerous restaurants, shopping venues, games and entertainment.

The City of Seabrook borders west Galveston Bay. Seabrook is well known for its seafood markets that line the city's waterfront, while antique shops and bed and breakfast establishments are found in the city's downtown area. The city is home to several miles of trails, which connect multiple city parks to each other.

NASA - The Johnson Space Center is located in Clear Lake approximately 3 miles east of Interstate Highway 45 on NASA Road 1 or just northeast of League City. The center employs approximately 13,350 employees and is one of the area's major contributors to the economy. The center is open for public tours seven days a week and is free to the public. The purpose of the Johnson Space Center is to accomplish five individual goals including: technological developments for manned space craft operation; design, development and fabrication of space craft; selection and training of astronauts; the control of manned space flights, and medical scientific and engineering experiments during space flights. Buildings and exhibits include: The Teague Visitor Center, a collection of actual space hardware, educational exhibits, NASA films, moon rock samples, Mission Control center, mission simulation and training facility, laboratories and a full scale Space Shuttle Program. This center not only provides major impetus for the economy due to the employment opportunities for the center as well as related aerospace industry companies, but also provides a significant contribution to the area through visitors as a major tourist attraction.

Space Center Houston is located on NASA Road 1 next to the Johnson Space Center. This \$70 million facility was designed by Disney and contains approximately 183,000 square feet of space. Exhibits include

AREA AND NEIGHBORHOOD ANALYSIS - CONTINUED

a space shuttle mock-up, a skylab trainer, moon rocks and numerous other exhibits. This complex has attracted approximately one million visitors and has an economic impact of \$30 to \$99 million per year.

Tuscan Lakes is a master planned community developed on over 900 acres of land at the intersection of State Highway 96 (League City Parkway) and FM 270 in League City. The development is a joint venture of Johnson Development and Jefferson Development, well known for their other successful master planned communities including Silver Lake (in Pearland), Sienna Plantation (in Sugar Land) and Fall Creek (in Houston). Tuscan Lakes is located adjacent to the highly successful South Shore Harbor master planned community.

South Shore Harbor is a 2,200 acre community that has been completely developed and sold out. There are reportedly over 5,000 homes/lots in South Shore Harbor. Tuscan Lakes will eventually have over 2,115 home sites when it is completely developed. Other major residential developments to that have opened in the recent past include Whispering Lakes Ranch, Victory Lakes, Magnolia Estates, West Ranch, Westover Park, and Bayou Lakes.

The League City area is home to several planned residential communities with a variety of home sites and housing inventory available. Some of these communities include Whispering Lakes Ranch, Victory Lakes, Magnolia Estates, Brittany Bay, Brittany Lakes, Magnolia Creek, Magnolia Estates, The Meadows, West Ranch, Westover Park, and Bayou Lakes. The area is desirable to home buyers commuting to employment centers in the Houston area due to its close proximity to Interstate Highway 45. Additionally, there have been numerous water front home communities developed around Clear Lake, which is attractive to boaters due to its available access to Galveston Bay.

Galveston Island is a major resort area for the Texas Gulf Coast region which attracts several million vacationers per year. Important tourist attractions include "The Strand" a mix of boutiques, restaurants, and commercial space near the Downtown District. The Strand hosts numerous festivals and celebrations annually including an annual Mardi-Gras celebration. The Strand Harborside development at Pier 21 features over 35,000 square feet of retail area space that links the Strand area to the waterfront. Moody Gardens features a large pyramid shaped greenhouse, tropical rain forest plants, restaurants, a private beach area, and an IMAX theater. Schlitterbaun is a popular water theme vacation park, and there is the historic Galveston Seawall and miles of beautiful Galveston beaches.

Texas City is renowned for its numerous petro-chemical plants that line the western bank of Galveston Bay. Some major chemical companies that have operations in Texas City include BP, Marathon-Ashland Petroleum, Valero Refining, Sterling Chemical, Dow Chemicals and International Specialty Products.

Situated on the western shore of Galveston Bay, the Texas City Port has a foreign trade zone, access to railroads, piping systems, bulk storage tanks, and an inter-coastal canal, and is a major international port of entry. The local industrial complex and the port are major employers in Texas City. Texas City's economic development activities include the construction of a new \$400 million container terminal on Shoal Point which began in early 2003.

Political Jurisdictions. The subject neighborhood is located in both Galveston and Harris Counties, with portions of the neighborhood being inside the city limits of Houston, Friendswood, League City, Webster, Seabrook, Kemah, Texas City and Dickinson. Friendswood, League City, Texas City, Webster, Seabrook and Kemah utilize zoning to regulate development. Planned residential and commercial developments rely on deed restrictions to control property uses.

AREA AND NEIGHBORHOOD ANALYSIS - CONTINUED

Utilities are typically provided by municipal utility districts or the various municipalities. Fire and Police protection are supplied by the Cities of Houston, Friendswood, League City, Webster, Texas City, Dickinson, Seabrook and Kemah, as well as the Harris County or Galveston County. Electricity, natural gas and telephone service are available to all parts of the neighborhood. The subject neighborhood is located within the educational jurisdiction of the Clear Creek, Friendswood and Dickinson Independent School Districts.

Topography. The topography of the subject neighborhood is generally level and well drained. The main drainage arteries in the area include the Clear Creek, Clear Lake, Robinson Bayou and the Jabrou Bayou which drain into the Gulf of Mexico. Areas along the bayous have been designated as special flood hazard areas according to the flood hazard boundary maps for Galveston County, published by the Federal Insurance Administration.

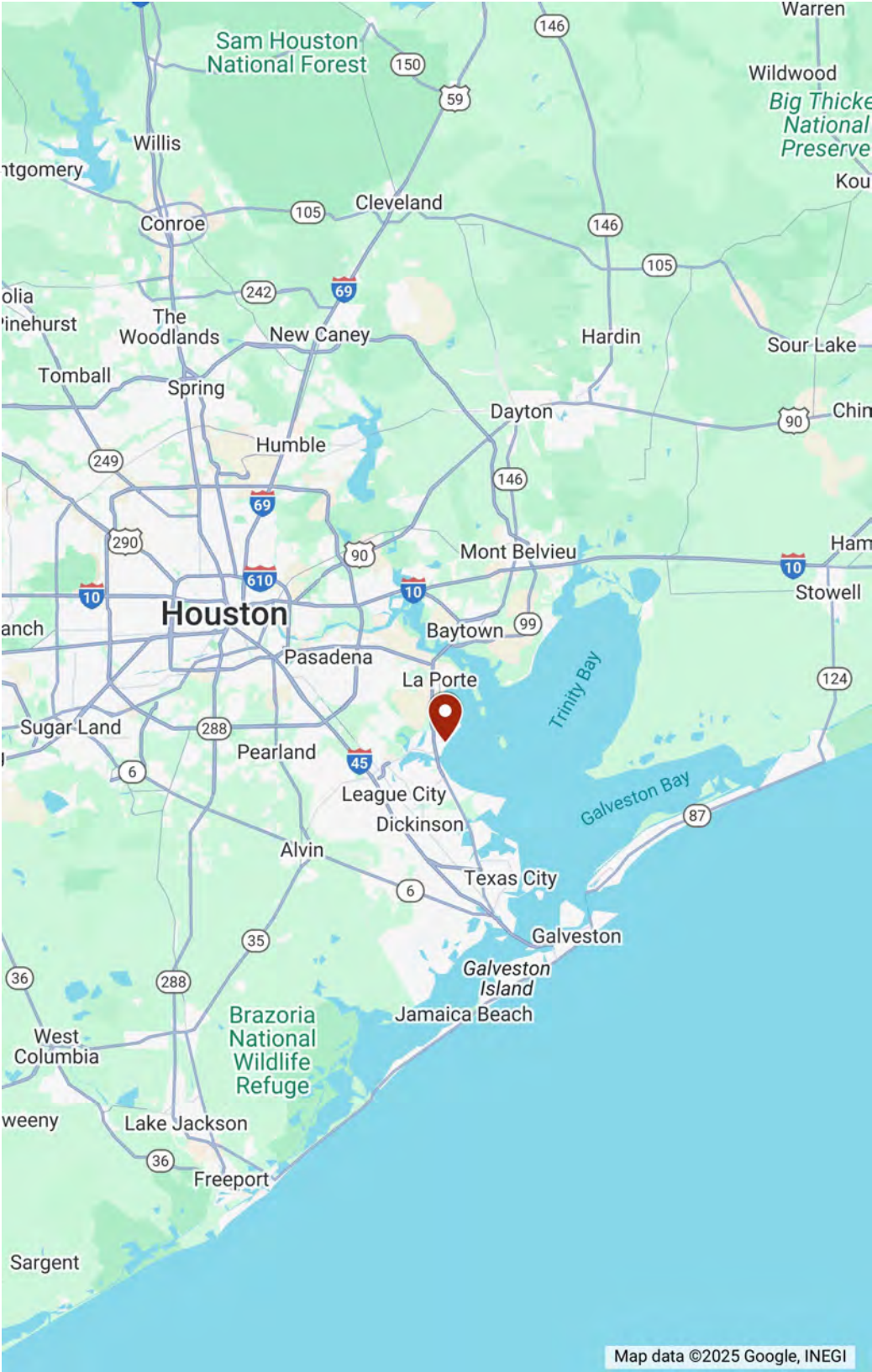
Conclusions. The subject neighborhood has been in a growth stage of development over the past several years. The area has historically experienced, and is expected to continue to experience, growth and demand for most types of real property.

AREA MAP

Untitled layer



SUBJECT

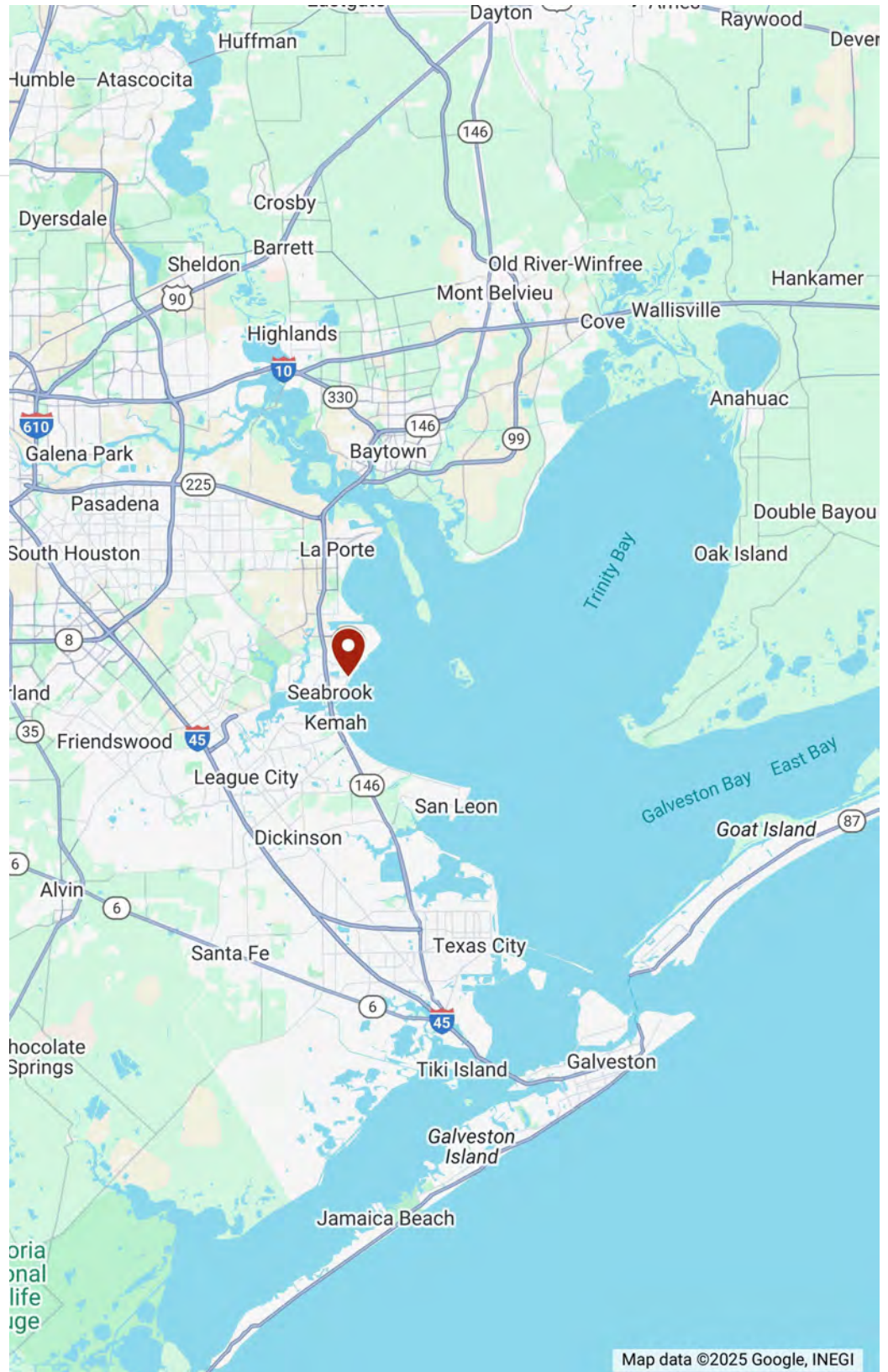


NEIGHBORHOOD MAP

Untitled layer



SUBJECT



SITE DATA

An analysis of a site is particularly important in determining its highest and best use. We were not provided with a survey of the subject site and have utilized the plat map from the Harris County Appraisal District and Google Earth Mapping and have relied on this information with regard to site size and configuration, assuming it to be accurate and reliable. The following is a discussion of the most important factors.

Legal Descriptions. The subject property is one contiguous tract of land with an area of 1.473 acres or 64,152 square feet. It's legal description is as follow: 1.473 acres out of the Gay Vista development in Seabrook, Harris County, Texas.

Location/Access. The subject site is located along the east line of Toddville Road approximately 450 feet south of E Meyer Avenue. The subject has access along the east line of Toddville Road.

Physical Characteristics. The subject site is near rectangular in shape with approximately 373.79 linear feet of frontage along the south line of Point Northwest Blvd.

Off-Site Improvements. Toddville Road is a two-lane, two-way, Asphalt paved, secondary roadway with open ditch drainage that extends in a north/south direction. At the time of the site visit, the subject property appeared level and no visible signs of drainage inadequacy were noted.

Adjacent Land Use. The subject property is located along the east line of Toddville Road approximately 450 feet south of E Meyer Avenue. The immediate area is developed with single residential developments.

Restrictions. The subject site is located within the City of Seabrook, which does utilize zoning laws to regulate development (see zoning section). To the best of our knowledge, there are no deed restrictions which would adversely affect development of the subject to its highest and best use.

Easements. According to the our site visit, there are typical utility easements and building set back lines located throughout the site. There does not appear to be any adverse easements which would negatively affect the development of the site.

Utilities. Public utilities available to the property include electricity, gas and telephone via various service providers. The subject site does have access to public water and sewer service via the City of Seabrook.

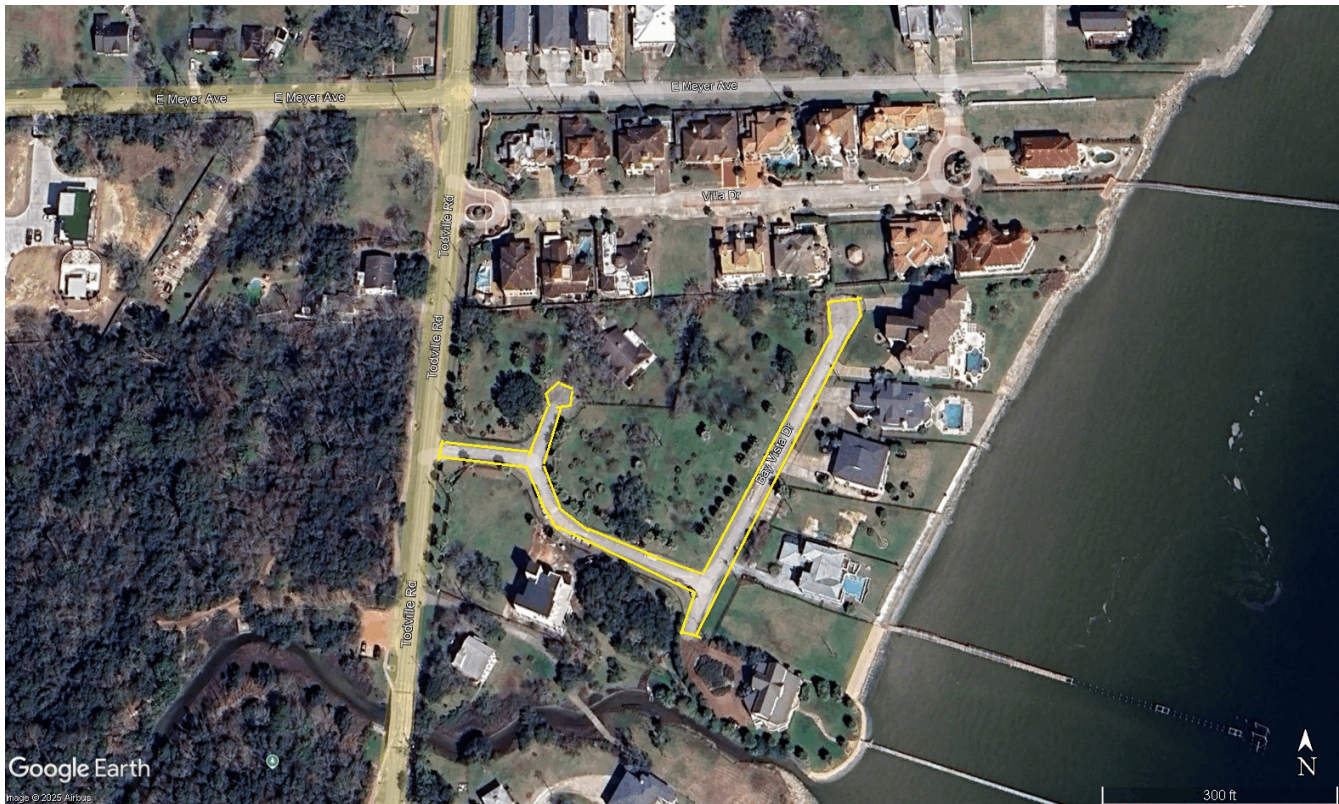
Topography/Flood Plain. At the time of our site visit, the subject tract appeared generally level and well-drained. There are no soil or subsoil conditions noted that would adversely effect construction as evidenced by the nearby improvements. According to flood maps issued by the Federal Emergency Management Agency (Panel #48201C1085M, January 6, 2017.) the site is located in Zone VE; areas determined to be located in the 100-year flood hazard and velocity hazard. A flood map is included in the Addenda of this report.

Political Jurisdiction. The subject tract is served by the Clear Creek Independent School District. Police and fire protection are provided by the Harris County and the City of Seabrook.

Improvements. Asphalt paving.

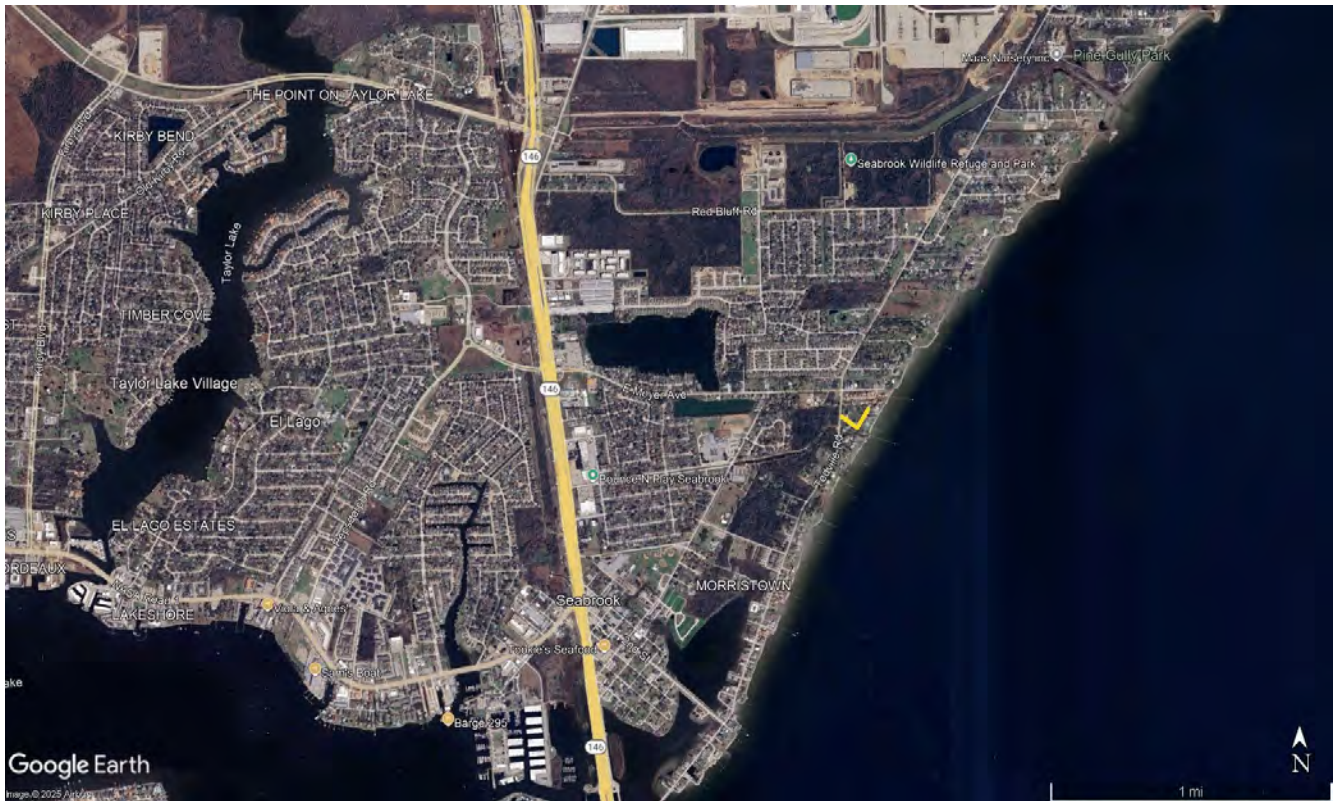
SITE DATA - CONTINUED

Conclusions/Analysis. The subject site consists of 1.473 acres which would have limited uses based on its configuration as well as being inside of the flood hazard. On an overall basis, the subject site is not suited for vertical development.

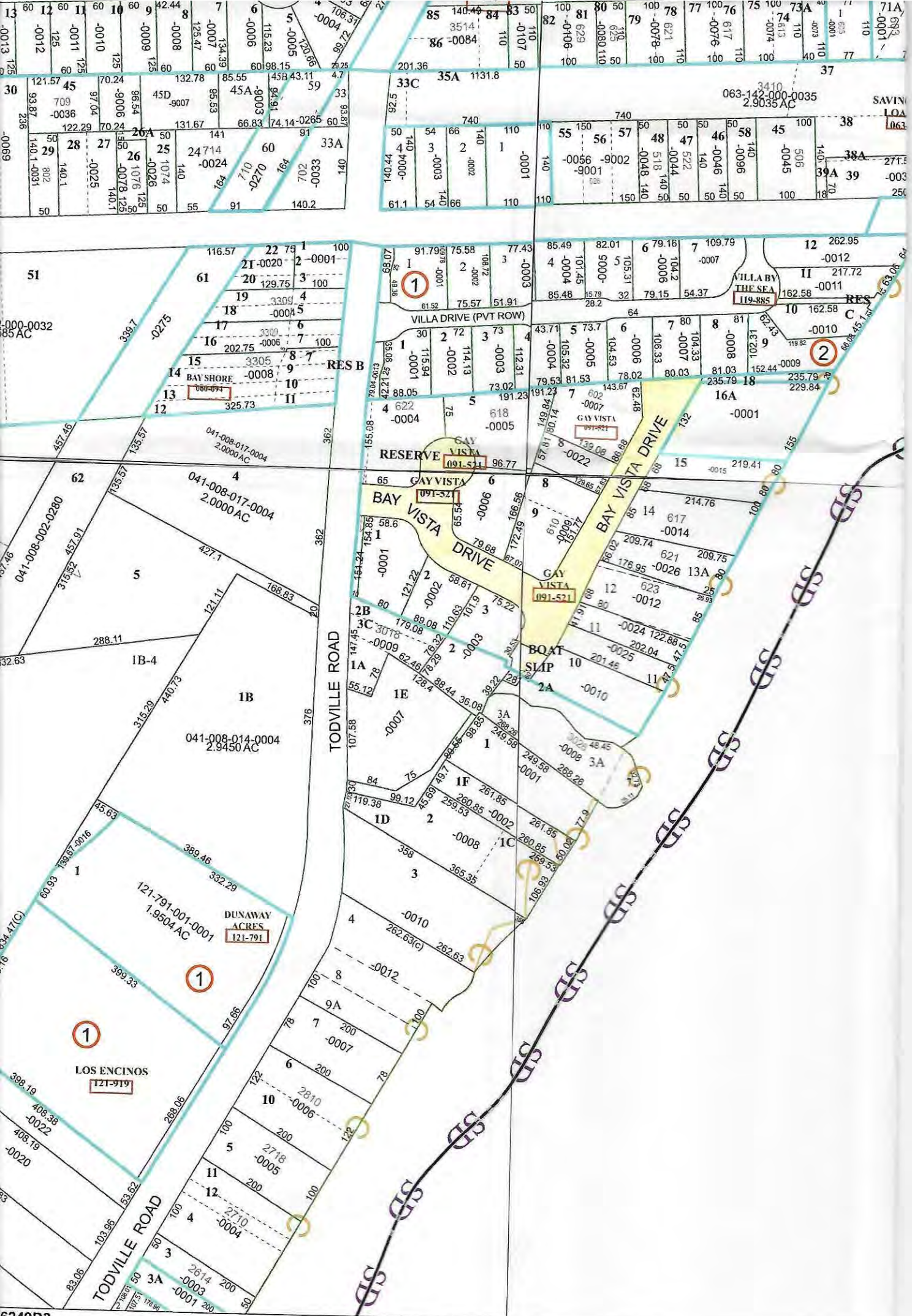


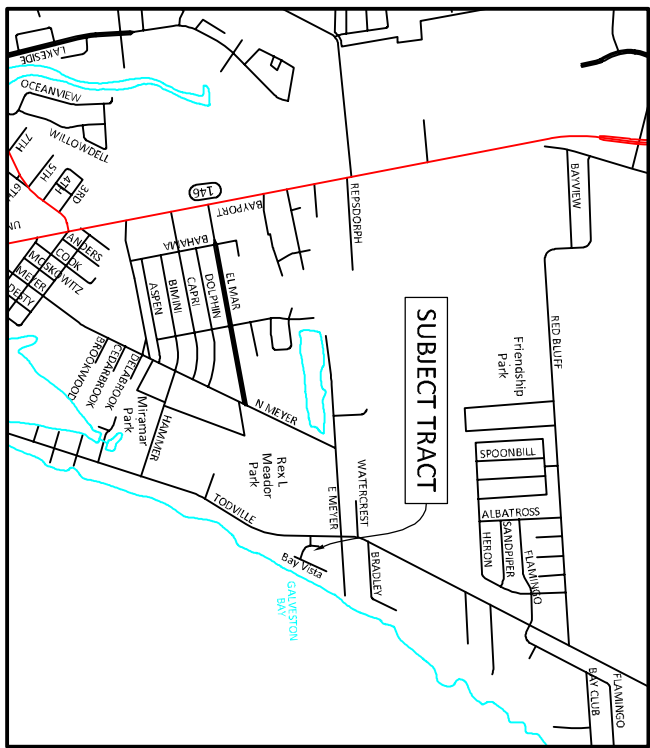
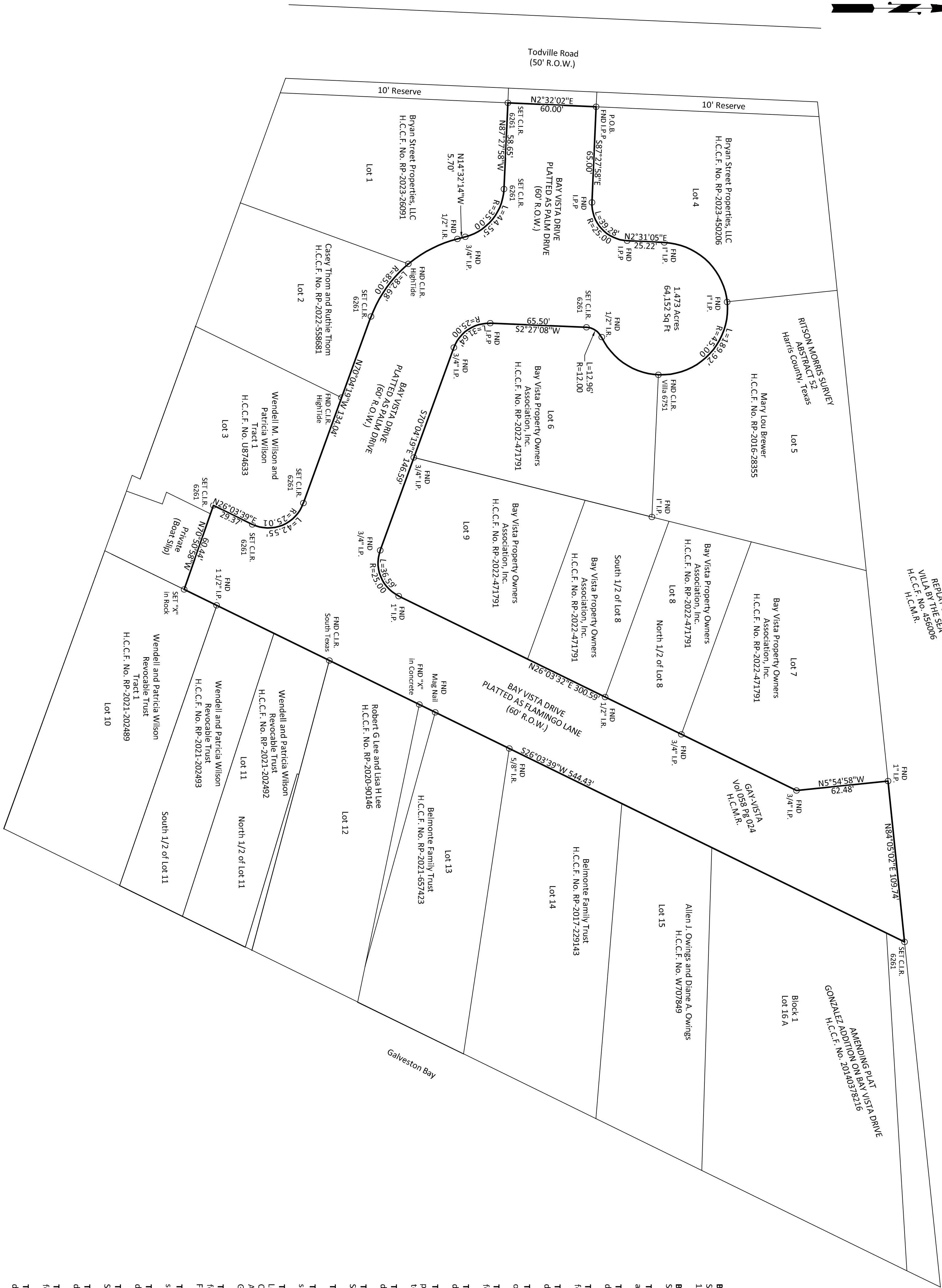
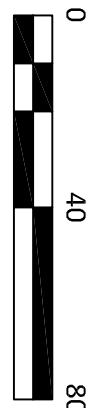
Aerial View of Subject

SITE DATA - CONTINUED



Aerial View of the Subject (zoomed out)





**METES AND BOUNDS
OF PLATTED STREETS
GAY-VISTA SUBDIVISION
VOLUME 58 PAGE 24
HARRIS COUNTY MAP RECORDS**

BEGINNING a 1.473 acre (64,152 square feet) tract of land situated in the Risson Morris Survey A-52, Harris County, Texas, and being all of the roadways as platted in GAY-VISTA SUBDIVISION, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 058, Page 024 of the Harris County Map Records (H.C.M.R.), said 1.473 acre parcel being more fully described by metes and bounds as follows:

BEGINNING at a found pinched top from pipe in the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) being the southwest corner of Lot 4 of said GAY-VISTA SUBDIVISION;

THENCE S 87°27'58" E, along and with the said north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 4, a distance of 65.00 feet to a found pinched top from pipe, being the point of curvature of a curve to the left;

THENCE along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears N 47°31'33" E for a distance of 35.36 feet, along the arc of said curve for a distance of 39.28 feet to found pinched top from pipe;

THENCE N 02°32'02" E, a distance of 60.00 feet, being the point of curvature of a curve to the right;

THENCE along said tangent curve to the right with a radius of 45.00 feet, the chord of which bears S 56°34'31" E for a distance of 77.22 feet, along the arc of said curve for a distance of 189.92 feet to found iron rod with cap stamped VILLA 6751 for southwest corner of Lot 5 and the northwest corner of Lot 6 of said GAY-VISTA SUBDIVISION

THENCE, along a (reverse curve to the left with a radius of 12.00 feet, the chord of which bears S 33°23'31" W for a distance of 12.34 feet, along the arc of said curve for a distance of 12.96 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE S 02°27'08" W, along and with the east line of Bay Vista Drive (60 foot Right of Way) and the west line of said Lot 6 a distance of 65.54 feet to a found pinched top from pipe being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears S 33°48'36" E for a distance of 29.57 feet, along the arc of said curve for a distance of 31.64 feet to a found 3/4" iron pipe being in the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 6;

THENCE S 70°04'19" E, along and with the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 6 at a distance of 79.50 feet passing a 3/4" iron pipe found for the southeast corner of Lot 6 and the southwest corner of Lot 9 of said GAY-VISTA SUBDIVISION and continuing with the south line of said Lot 9 a total distance of 146.59 feet to a found 3/4" iron pipe being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears N 67°59'36" E for a distance of 33.41 feet, along the arc of said curve for a distance of 36.59 feet to a found 1 inch iron pipe being in the east line of said Lot 9 and the west line of Bay Vista Drive, platted as Framingo Drive (60 foot right of way);

THENCE N 26°03'32" E, along and with the west line of Bay Vista Drive, platted as Framingo Lane (60 foot right of way) and the east line of Lots 7, 8, and 9 of said GAY-VISTA SUBDIVISION a distance of 300.59 feet to a found 3/4" iron pipe;

THENCE N 05°54'58" W, along and with the east line of said Lot 7 a distance of 62.48 feet to a found 1" iron pipe, being in the north line of said GAY-VISTA SUBDIVISION;

THENCE N 84°05'02" E, along and with the north line of said GAY-VISTA SUBDIVISION and the north line of Bay Vista Drive, platted as Framingo Lane a distance of 109.74 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE S 26°03'39" W, along and with the east line of Bay Vista Drive, platted as Framingo Drive (60 foot right of way) at a distance of 133.75 feet passing the northwest corner of Lot 16A of AMENDING PLAT OF GONZALEZ ADDITION ON BAY VISTA DRIVE, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Harris County Clerk file No. 20140578216 Harris County Map Records, at a distance of 132.00 feet passing the southwest corner of said Lot 16A of AMENDING PLAT OF GONZALEZ ADDITION ON BAY VISTA DRIVE, and the northwest corner of Lot 15 of said GAY-VISTA SUBDIVISION, and continuing with west line of Lots 15, 14, 13, 12, 11, and 10 of said GAY-VISTA SUBDIVISION a total distance of 544.43 feet to a set X in landscape rock, being in the north line of a Private Boat Slip according to said GAY-VISTA SUBDIVISION;

THENCE N 70°50'58" W, along and with the north line of said Private Boat Slip and south line of Bay Vista Drive, platted as Framingo Lane (60 foot right of way) a distance of 60.44 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261; being in the east line of Lot 3 of said GAY-VISTA SUBDIVISION, and the west line of Bay Vista Drive, platted as Framingo Lane (60 foot right of way);

THENCE N 26°03'39" E, along and with the west line of Bay Vista Drive, platted as Framingo Drive (60 foot right of way), and the east line of said Lot 3 a distance of 29.37 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.01 feet, the chord of which bears N 22°41'23" W for a distance of 37.60 feet, along the arc of said curve for a distance of 42.55 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE N 70°04'19" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the north lines of Lots 2, and 3 of said GAY-VISTA SUBDIVISION a distance of 134.04 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 being the point of curvature of a curve to the right;

THENCE, along said tangent curve to the right with a radius of 85.00 feet, the chord of which bears N 47°12'25" W for a distance of 79.46 feet, along the arc of said curve for a distance of 82.68 feet to a found 1 1/2" iron rod being in the west line of Lot 1 of said GAY-VISTA SUBDIVISION;

THENCE N 14°32'14" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot right of way), and the north line of said Lot 1 a distance of 5.70 feet to a found 3/4" iron pipe for corner being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 35.00 feet, the chord of which bears N 51°00'06" W for a distance of 41.60 feet, along the arc of said curve for a distance of 44.55 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

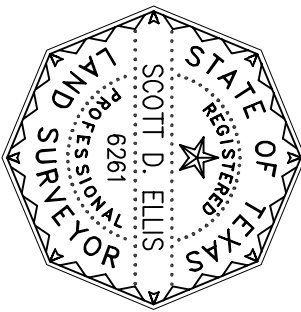
THENCE N 87°27'58" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot right of way), and the north line of said Lot 1, distance of 58.65 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 for the northwest corner of said Lot 1;

THENCE N 02°32'02" E, a distance of 60.00 feet to the **POINT OF BEGINNING**.

BASIS OF BEARING: Grid North Texas State Coordinate System, NAD83, South Central Zone.

I, the undersigned, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey was made on the ground of the property legally described hereon and is true and correct to the best of my knowledge and belief.

Scott D. Ellis
Scott D. Ellis, R.P.L.S.
Tx. Reg. No. 6261



DATE: April 02, 2025	
SCALE: 1" = 40'	
PROPERTY ADDRESS: Bay Vista Drive Seabrook, TX, 77583	
ELLIS SURVEYING SERVICES, LLC. 2805 25th Ave N Texas City, TX 77590 Tel: (409) 938-8700 www.ellisurvey.com Texas Firm Reg. No. 10034000	SURVEY Of Palm Drive and Framingo Lane OUTCUT GAY-VISTA SUBDIVISION Harris County Map Records Risson Morris Survey Abstract 52 Harris County, Texas

NOTE:
1) Survey is for roadway only to go from public use to private ownership, no improvements shown on survey.
2) Surveyor has made no search for easements, encumbrances, restrictive covenants, zoning ordinances, building codes, ownership title evidence, mineral owner rights, or mineral interest rights that may affect this property.

LEGEND
I.P. - IRON PIPE
I.R. - IRON ROD
C.I.R. - IRON ROD CAPPED
I.P.P. - PINCHED TOP IRON PIPE
B.L. - BUILDING LINE
U.E. - UTILITY EASEMENT
H.C.M.R. - HARRIS COUNTY MAP RECORDS
H.C.D.R. - HARRIS COUNTY DEED RECORDS
H.C.C.F. - HARRIS COUNTY CLEM FILE NUMBER

**METES AND BOUNDS
OF PLATTED STREETS
GAY-VISTA SUBDIVISION
VOLUME 58 PAGE 24
HARRIS COUNTY MAP RECORDS**

BEING a 1.473 acre (64,152 square feet) tract of land situated in the Ritson Morris Survey A-52, Harris County, Texas, and being all of the roadways as platted in GAY-VISTA SUBDIVISION, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 058, Page 024 of the Harris County Maps Records (H.C.M.R.), said 1.473 acre parcel being more fully described by metes and bounds as follows;

BEGINNING at a found pinched top iron pipe in the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) being the southwest corner of Lot 4 of said GAY-VISTA SUBDIVISION;

THENCE S 87°27'58" E, along and with the said north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 4, a distance of 65.00 feet to a found pinched top iron pipe, being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears N 47°31'33" E for a distance of 35.36 feet, along the arc of said curve for a distance of 39.28 feet to found pinched top iron pipe;

THENCE N 02°31'05" E, along and with the northwest line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the southeast line of said Lot 4 a distance of 25.22 feet to a found 1 inch iron pipe, being the point of curvature of a curve to the right;

THENCE, along said tangent curve to the right with a radius of 45.00 feet, the chord of which bears S 56°34'31" E for a distance of 77.22 feet, along the arc of said curve for a distance of 189.92 feet to found iron rod with cap stamped VILLA 6751 for southwest corner of Lot 5 and the northwest corner of Lot 6 of said GAY-VISTA SUBDIVISION

THENCE, along a reverse curve to the left with a radius of 12.00 feet, the chord of which bears S 33°23'31" W for a distance of 12.34 feet, along the arc of said curve for a distance of 12.96 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE S 02°27'08" W, along and with the east line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the west line of said Lot 6 a distance of 65.54 feet to a found pinched top iron pipe being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears S 33°48'36" E for a distance of 29.57 feet, along the arc of said curve for a distance of 31.64 feet to a found 3/4" iron pipe being in the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 6;

THENCE S 70°04'19" E, along and with the north line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the south line of said Lot 6 at a distance of 79.50 feet passing a 3/4" iron pipe found for the southeast corner of Lot 6 and the southwest corner of Lot 9 of said GAY-VISTA SUBDIVISION and continuing with the south line of said Lot 9 a total distance of 146.59 feet to a found 3/4" iron pipe being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.00 feet, the chord of which bears N 67°59'36" E for a distance of 33.41 feet, along the arc of said curve for a distance of 36.59 feet to a found 1 inch iron pipe being in the east line of said Lot 9 and the west line of Bay Vista Drive, platted as Flamingo Drive (60 foot right of way);

THENCE N 26°03'32" E, along and with the west line of Bay Vista Drive, platted as Flamingo Lane (60 foot right of way) and the east line of Lots 7, 8, and 9 of said GAY-VISTA SUBDIVISION a distance of 300.59 feet to a found 3/4" iron pipe;

THENCE N 05°54'58" W, along and with the east line of said Lot 7 a distance of 62.48 feet to a found 1" iron pipe, being in the north line of said GAY-VISTA SUBDIVISION;

THENCE N 84°05'02" E, along and with the north line of said GAY-VISTA SUBDIVISION and the north line of Bay Vista Drive, platted as Flamingo Lane a distance of 109.74 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

EXHIBIT "A"
Page 2 of 2

THENCE S 26°03'39" W, along and with the east line of Bay Vista Drive, platted as Flamingo Drive (60 foot right of way) at a distance of 13.75 feet passing the northwest corner of Lot 16A of AMENDING PLAT OF GONZALEZ ADDITION ON BAY VISTA DRIVE, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Harris County Clerk File No. 20140378216 Harris County Map Records, at a distance of 132.00 feet passing the southwest corner of said Lot 16A of AMENDING PLAT OF GONZALEZ ADDITION ON BAY VISTA DRIVE, and the northwest corner of Lot 15 of said GAY-VISTA SUBDIVISION, and continuing with west line of Lots 15, 14, 13, 12, 11, and 10 of said GAY-VISTA SUBDIVISION a total distance of 544.43 feet to a set X in landscape rock, being in the north line of a Private Boat Slip according to said GAY-VISTA SUBDIVISION;

THENCE N 70°50'58" W, along and with the north line of said Private Boat Slip and south line of Bay Vista Drive, platted as Flamingo Lane (60 foot right of way) a distance of 60.44 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261; being in the east line of Lot 3 of said GAY-VISTA SUBDIVISION, and the west line of Bay Vista Drive, platted as Flamingo Lane (60 foot right of way);

THENCE N 26°03'39" E, along and with the west line of Bay Vista Drive, platted as Flamingo Drive (60 foot right of way), and the east line of said Lot 3 a distance of 29.37 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 25.01 feet, the chord of which bears N 22°41'23" W for a distance of 37.60 feet, along the arc of said curve for a distance of 42.55 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE N 70°04'19" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot Right of Way) and the north lines of Lots 2, and 3 of said GAY-VISTA SUBDIVISION a distance of 134.04 feet to a to set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 being the point of curvature of a curve to the right;

THENCE, along said tangent curve to the right with a radius of 85.00 feet, the chord of which bears N 42°12'25" W for a distance of 79.46 feet, along the arc of said curve for a distance of 82.68 feet to a found 1/2" iron rod being in the west line of Lot 1 of said GAY-VISTA SUBDIVISION;

THENCE N 14°32'14" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot right of way), and the north line of said Lot 1 distance of 5.70 feet to a found 3/4" iron pipe for corner being the point of curvature of a curve to the left;

THENCE, along said tangent curve to the left with a radius of 35.00 feet, the chord of which bears N 51°00'06" W for a distance of 41.60 feet, along the arc of said curve for a distance of 44.55 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261;

THENCE N 87°27'58" W, along and with the south line of Bay Vista Drive, platted as Palm Drive (60 foot right of way), and the north line of said Lot 1 distance of 58.65 feet to a set 5/8" iron rod with orange cap stamped Scott D Ellis 6261 for the northwest corner of said Lot 1;

THENCE N 02°32'02" E, a distance of 60.00 feet to the **POINT OF BEGINNING**.

BASIS OF BEARING: Grid North Texas State Coordinate System, NAD83, South Central Zone.

This property description has been prepared based on a survey made on the ground under the direction of Scott D. Ellis Registered Professional Land Surveyor Reg. No. 6261 dated April 02, 2025 as depicted on survey plat attached hereto and to which reference is hereby made.



Scott D. Ellis

*Ellis Surveying Services, LLC.
2805 25th Avenue North
Texas City, TX 77590
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00*

ZONING/RESTRICTIONS

The subject site is located within the City of Seabrook and is zoned R-1 residential development. To the best of our knowledge there are no known deed restrictions which would negatively affect the site.

ASSESSMENT AND TAXES

The subject property is not identified by Harris County Appraisal District and does not pay property taxes.

HIGHEST AND BEST USE

Highest and Best Use “As Vacant” The subject site is located within The City of Seabrook which does enforce zoning laws to regulate development. The subject is zoned R-1 which restricts the property to a residential use. The subject is an approximate 20 foot right of way of Bay Vista. Based upon the subject’s configuration within a residential development, it is our opinion that the highest and best use of the subject site is speculative investment with the most likely future use being in conjunction with adjacent residential properties.

SALES COMPARISON APPROACH TO VALUE - LAND ONLY

In reaching the land value estimate of the subject property by the sales comparison approach, the Harris County Deed Records were searched for recent sales of comparable properties within this area. Also, real estate brokers and appraisers active in the area were consulted as to their knowledge of properties currently offered on the market for sale which would be in competition with the subject property.

The available market data was investigated, analyzed and compared to the subject property, taking into prime consideration the various similar and dissimilar characteristics, including terms of sale, and adjustments were made accordingly in reaching the value estimate of the subject property by the market approach.

The following is a listing of sales considered in our analysis of the subject property.

SALES DATA & MAP



Lots
 ML#: **21081050**
 Address: **0 Bay Vista Drive**
 Area: **7**
 Tax Acc #: **091-521-000-0001**
 City/Location: **Seabrook**
 County: **Harris**
 Market Area: **Clear Lake Area**
 Subdivision: **Gay Vista**
 Lot Size: **21,600 / Appr Dist**
 Master Planned: **No**
 Legal Desc: **LT 1 GAY VISTA**

List Price: **\$165,000** ↓
 Orig Price: **\$175,000**
 LP/SF: **\$7.64**
 DOM: **120**
 State: **Texas**
 Zip Code: **77586**
 Section #:
 Lot Num:
 Acres: **.4959**
 LP/Acre: **\$332,728.37**

Directions: From I-45 S: exit NASA rd. 1, stay straight onto Main Street, turn left onto N. Meyer, right onto E. Meyer, right onto Todville Rd., left onto Bay Vista, home will be on your right.

Listing Office Information

List Agent: **GeMills/Geraldine E. Mills**
 Agent Phone: **713-248-6613**
 Address: **711 W. Bay Area Blvd, #125, Webster TX 77598**
 Alt Phone: **346-339-4118 / Alternate Agent**
 List Agent Web: **<http://www.marthaturner.com>**
 Agent Email: **geri.mills@sothebyshomes.com**
 Co-List Agent: **TEMan/Travis E. Manning**
 Licensed Supervisor: **Robin Conner**

List Broker: **TRNR05/Martha Turner Sotheby's International Realty**
 Appt #: **713-558-3207 / Office**
 Office Phone: **281-333-3034**
 PM #:
 Fax #:
 Co-Agent Phone: **346-339-4118** **travis.manning@sothebyshomes.com**
 Office Web: **<https://www.sothebysrealty.com/houston>**

School Information

School District: **9 - Clear Creek**
 Middle: **SEABROOK INTERMEDIATE SCHOOL**
 2nd Middle:

Elem: **BAY ELEMENTARY SCHOOL**
 High: **CLEAR FALLS HIGH SCHOOL**

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Access:
 Front Dim: Back Dim:
 Lot Use: **Single-Family**
 Lot Description: **Subdivision**
 Road Surface: **Concrete**
 Gas: **Availability Unknown**
 Electric: **Electric Available**
 Agent Remarks: **Call agent for title company preference. Co-Listed with Travis Manning**

Type Contract: **Unimproved Property**
 Left Dim: Right Dim:
 Lot Improve: Key Map: **620L**
 Acreage: **1/4 Up to 1/2 Acre**
 Dev Community:
 Cable: **Unknown**
 Phone: **Unknown**

Physical Property Description:

Take a look at this incredible half-acre lot located in the beautiful Gay Vista subdivision. With an ideal location that is just minutes from restaurants, shopping, walking/biking trails, and freeway access, this lot couldn't be a better spot to build your new home.

Utilities, Features and Additional Information

Utility District:
 Water/Sewer: **Public Sewer, Public Water**
 Golf Course Nm:
 Restrictions: **Deed Restrictions**
 55+ Community: **No**
 Sub Lake:
 Access:
 HOA Amenities:

Area Pool:
 Area Tennis:
 Waterfront Feat:
 Disclosures: **No Disclosures**
 City/ETJ: **SEABROOK**
 PID:

HOA: **Yes / Bay Vista Property Association / 000-000-0000**
 List Date: **09/17/2022** Expire Date:
 List Type: **Exclusive Right to Sell/Lease**
 T/Date:

Financial Information

Finance Cnsdr: **Cash Sale, Conventional**
 Seller May Contribute to Buyer Expenses Up To:
 Maint. Fee: **Yes / \$400 / Annually**
 Other Mand Fee: **Yes/TBD/Transfer Fees**
 Taxes w/o Exempt: **\$5,449/2021**

Exemptions:
 Auction: **No**
 Online Bidding: **No**

Tax Rate: **2.2905**
 Affordable Housing Desc:

Pending Information			
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Pending Date: 01/15/2023	Est Close Dt:	OPT End:	Sell Agt Rep Buyer: No
Sell Agent: Donna Norris (dtnorris)		Sell Broker: Keller Williams Realty - Clear Lake/ NASA (KWCL01)	
TREC #:			
Sell Team Name:			

Sold Information			
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Sale Price: \$145,000	SP/SF: \$6.71	SP/ACR: \$292,397.66	Close Date: 01/23/2023
Adj Sale Price: \$145,000	Adj SP\$/SF: \$6.71	Adj SP\$/AC: \$292,397.66	SP/LP #: 0.88
Seller: 0	Repairs Paid: \$0	Days to Close: 8	Title Pd By: Buyer
Contribution:			
CoOp: No	Terms:		

Prepared By: Kenneth Kangieser

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Date: 06/19/2025 1:55 PM

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Lots
Sold
 ML#: **24032018**
 Address: **521 Villa Drive**
 Area: **7**
 Tax Acc #: **119-885-002-0007**
 City/Location: **Seabrook**
 County: **Harris**
 Market Area: **Clear Lake Area**
 Subdivision: **Replat/Villa/Description Sea**
 Lot Size: **8,427 / Appr Dist**
 Master Planned: **No**
 Legal Desc: **LT 7 BLK 2 VILLA BY THE SEA R/P**

List Price: **\$165,000**
 Orig Price: **\$165,000**
 LP/SF: **\$19.58**
 DOM: **87**
 State: **Texas**
 Zip Code: **77586-3053**
 Section #:
 Lot Num:
 Acres: **.1935**
 LP/Acre: **\$852,713.18**

Directions: **South on Hwy 146. Left on Meyer. Right on Todville Road. Villa By The Sea is on the left side of road. Once inside the gate property is on right side of street.**

Listing Office Information

List Agent: **idraper/Ishmael T. Draper**
 Agent Phone: **281-605-8940**
 Address: **1644 W Alabama Suite #100, Houston TX 77006**
 List Agent Web: **trent@trentslifestyle.com**
 Agent Email: **trent@trentslifestyle.com**
 Licensed Supervisor:

List Broker: **NBER01/NB Elite Realty**
 Appt #: **713-930-0427 / ShowingSmart Call Center (HAR)**
 Office Phone: **844-444-6237**
 Fax #:
 Office Web:

School Information

School District: **9 - Clear Creek**
 Middle: **SEABROOK INTERMEDIATE SCHOOL**
 2nd Middle:

Elem: **BAY ELEMENTARY SCHOOL**
 High: **CLEAR FALLS HIGH SCHOOL**

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Access:
 Front Dim: Back Dim:
 Lot Use: **Single-Family**
 Lot Description: **Interior, Subdivision**
 Road Surface:
 Gas: **Gas Available**
 Electric: **Electric Available**

Type Contract: **Unimproved Property**
 Left Dim: Right Dim:
 Lot Improve: Key Map: **620L**
 Acreage: **0 Up To 1/4 Acre**
 Dev Community:
 Cable: **Available**
 Phone: **Available**

Agent Remarks: **Offers must include proof of funds or a preapproval letter. Please text the listing agent at 281-605-8940 for title information and more details.**

Physical Property Description:

This lot is gorgeous in the gated community of Villa by the Sea. It is perfect to build your dream home by the water! Enjoy access to the community pier and amazing views.

Utilities, Features and Additional Information

Utility District:
 Water/Sewer: **Public Sewer, Public Water**
 Golf Course Nm:
 Restrictions: **Deed Restrictions**
 55+ Community: **No**
 Sub Lake:
 Access:
 HOA Amenities:

Area Pool:
 Area Tennis:
 Waterfront Feat:
 Disclosures: **Mud**
 City/ETJ: **SEABROOK**
 PID:

HOA: **Yes / Villa by the Sea / 215-594-0487**
 List Date: **05/25/2023** Expire Date:

List Type: **Exclusive Right to Sell/Lease**
 T/Date:

Financial Information

Finance Cnsdr:
 Seller May Contribute to Buyer Expenses Up To:
 Maint. Fee: **Yes / \$1500 / Annually**
 Other Mand Fee: **Yes/250/TRANSFER FEE - BUYERS AGENT TO CONFIRM**

Taxes w/o Exempt: **\$2,498/2022**
 Tax Rate: **2.1266**
 Affordable Housing Desc:

Exemptions:
 Auction:
 Online Bidding:

Pending Information

6/19/25, 1:55 PM

Matrix

Pending Date: 08/20/2023

Est Close Dt:

OPT End:

Sell Agt Rep Buyer: Yes

Sell Agent: Matthew Clegg (MClegg)

TREC #:

Sell Team Name:

Sell Broker: Realty ONE Group Iconic (VEST01)

Sold Information							
Sale Price:	\$105,000	SP/SF:	\$12.46	SP/ACR:	\$542,635.66	Close Date:	09/14/2023
Adj Sale Price:	\$105,000	Adj SP\$/SF:	\$12.46	Adj SP\$/AC:	\$542,635.66	SP/LP #:	0.64
Seller	0	Repairs Paid:	\$0	Days to Close:	25	Title Pd By:	Seller
Contribution:							
CoOp:	No	Terms:	Conventional				

Prepared By: Kenneth Kangieser

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(3)



Lots	Sold	
ML#:	47139104	List Price: \$110,000
Address:	622 Bay Vista Drive	Orig Price: \$110,000
Area:	7	LP/SF: \$6.11
Tax Acc #:	091-521-000-0004	DOM: 54 / 413
City/Location:	Seabrook	State: Texas
County:	Harris	Zip Code: 77586
Market Area:	Clear Lake Area	Section #:
Subdivision:	Gay Vista	Lot Num:
Lot Size:	17,993 / Appr Dist	Acres: .4131
Master Planned:	No	LP/Acre: \$266,279.35
Legal Desc:	LT 4 & RES ADJ TO LTS 1 & 4 GAY VISTA	

Directions: From I-45 S: exit NASA rd. 1, stay straight onto Main Street, turn left onto N. Meyer, right onto E. Meyer, right onto Todville Rd., left onto Bay Vista, home will be on your left.

Listing Office Information

List Agent:	GeMills/Geraldine E. Mills	List Broker:	TRNR05/Martha Turner Sotheby's International Realty - Bay
Agent Phone:	713-248-6613	Appt #:	713-558-3207 / Office
Address:	711 W. Bay Area Blvd, #125, Webster TX 77598	Office Phone:	281-333-3034
List Agent Web:	http://www.marthaturner.com	Fax #:	
Agent Email:	geri.mills@sothebyshomes.com		
Co-List Agent:	TEMan/Travis E. Manning	Co-Agent Phone:	346-339-4118 travis.manning@sothebyshomes.com
Licensed Supervisor:		Office Web:	https://www.sothebysrealty.com/houston

School Information

School District:	9 - Clear Creek	Elem:	BAY ELEMENTARY SCHOOL
Middle:	SEABROOK INTERMEDIATE SCHOOL	High:	CLEAR FALLS HIGH SCHOOL
2nd Middle:			

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Access:		Type Contract:	Unimproved Property
Front Dim:	Back Dim:	Left Dim:	Right Dim:
Lot Use:	Single-Family	Lot Improve:	Cleared Key Map: 620L
Lot Description:	Subdivision	Acreage:	1/4 Up to 1/2 Acre
Road Surface:	Concrete	Dev Community:	Yes
Gas:	Availability Unknown	Cable:	Unknown
Electric:	Electric Available	Phone:	Unknown

Agent Remarks:
Call agent for title company preference. Co-Listed with Travis Manning

Physical Property Description:

Come build your dream home on this beautiful almost half acre lot in the highly desired Gay Vista community. Perfectly situated just minutes away from the Kemah area, shopping, as well as walking/biking trails. This land has incredible potential to be the location of your family's next home.

Utilities, Features and Additional Information

Utility District:		Area Pool:	No
Water/Sewer:	Public Sewer, Public Water	Area Tennis:	No
Golf Course Nm:		Waterfront Feat:	
Restrictions:	Deed Restrictions	Disclosures:	No Disclosures
55+ Community:	No	City/ETJ:	SEABROOK
Sub Lake		PID:	
Access:			
HOA Amenities:			
HOA:	Yes / Bay Vista Property Association / 000-000-0000	List Type:	Exclusive Right to Sell/Lease
List Date:	09/11/2023	Expire Date:	
		T/Date:	

Financial Information

Finance Cnstr:	Cash Sale, Conventional, FHA	Exemptions:	
Seller May Contribute to Buyer Expenses Up To:		Auction:	No
Maint. Fee:	Yes / \$400 / Annually	Online Bidding:	No
Other Mand Fee:	Yes/TBD/Transfer Fees		
Taxes w/o Exempt:	\$4,912/2021		
Tax Rate:	2.29		

Affordable Housing Desc:

Pending Information

Pending Date: **11/04/2023** Est Close Dt: OPT End: Sell Agt Rep Buyer: **No**

Sell Agent: [Donna Norris \(dtnorris\)](#) Sell Broker: [Keller Williams Realty Clear Lake / NASA \(KWCL01\)](#)

TREC #:
Sell Team
Name:

Sold Information

Sale Price:	\$95,000	SP/SF:	\$5.28	SP/ACR:	\$229,968.53	Close Date:	11/17/2023
Adj Sale Price:	\$95,000	Adj SP\$/SF:	\$5.28	Adj SP\$/AC:	\$229,968.53	SP/LP #:	0.86
Seller	0	Repairs Paid:	\$0	Days to Close:	13	Title Pd By:	Buyer
Contribution:							
CoOp:	No	Terms:					

Prepared By: Kenneth Kangieser

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Lots Sold
 ML#: **26741549**
 Address: **709 Milby Street**
 Area: **7**
 Tax Acc #: **026-250-000-0005**
 City/Location: **Seabrook**
 County: **Harris**
 Market Area: **Clear Lake Area**
 Subdivision: **Morristown**
 Lot Size: **13,000 / Survey**
 Master Planned: **No**
 Legal Desc: **LTS 5 & 6 BLK 38 MORRISTOWN**

List Price: **\$140,000**
 Orig Price: **\$140,000**
 LP/SF: **\$10.77**
 DOM: **19**
 State: **Texas**
 Zip Code: **77586-3000**
 Section #:
 Lot Num:
 Acres: **.2870**
 LP/Acre: **\$487,804.88**

Directions: **From N Hwy 146 take Main/2nd Street towards Todville Road. Make a left on Todville Road. Turn left on Milby St. Lot will be on left side after passing Menard Ave.**

Listing Office Information

List Agent: **rickag/Rick G. Aguilar** List Broker: **KWCL01/Keller Williams Realty Clear Lake / NASA**
 Agent Phone: **281-986-7124** Appt #: **713-930-0427 / ShowingSmart Call Center (HAR)**
 Address: **18050 Saturn Ln, Suite 100,, Houston TX 77058** Office Phone: **281-335-0335**
 - 3544 Fax #:
 List Agent Web: Office Web:
 Agent Email: **rickgaguilar@gmail.com**
 Licensed Supervisor: **Cynthia Gomez**



School Information

School District: **9 - Clear Creek** Elem: **BAY ELEMENTARY SCHOOL**
 Middle: **SEABROOK INTERMEDIATE SCHOOL** High: **CLEAR FALLS HIGH SCHOOL**
 2nd Middle:

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Access: Type Contract: **Unimproved Property**
 Front Dim: Back Dim: Left Dim: Right Dim:
 Lot Use: **Single-Family** Lot Improve: Key Map: **620L**
 Lot Description: **Corner** Acreage: **1/4 Up to 1/2 Acre**
 Road Surface: **Concrete** Dev Community:
 Gas: **Availability Unknown** Cable: **Unknown**
 Electric: **Availability Unknown** Phone: **Unknown**

Agent Remarks:

Agents, please submit complete offer packets to rickGaguilar@kw.com.

Physical Property Description:

Build your dream home on this large and secluded property that is off of the main road. The lot features trees that surround the outline however is open and clear to make it easier to build whatever your dream home may be. Great location and access to Seabrook, Kemah, NASA and Hwy 146.

Utilities, Features and Additional Information

Utility District: Area Pool:
 Water/Sewer: **Public Sewer, Public Water** Area Tennis:
 Golf Course Nm: Waterfront Feat:
 Restrictions: **Deed Restrictions** Disclosures: **No Disclosures**
 55+ Community: **No** City/ETJ: **SEABROOK**
 Sub Lake: PID:
 Access:
 HOA Amenities:
 HOA: **No** List Type: **Exclusive Right to Sell/Lease**
 List Date: **10/20/2023** Expire Date: T/Date:

Financial Information

Finance Cnstr:
 Seller May Contribute to Buyer Expenses Up To:
 Maint. Fee: **No** Exemptions:
 Other Mand Fee: **No** Auction:
 Taxes w/o Exempt: **\$2,924/2022** Online Bidding:
 Tax Rate: **2.1266**
 Affordable Housing Desc:

Pending Information

Pending Date: **11/08/2023** Est Close Dt: OPT End: Sell Agt Rep Buyer: **No**

Sell Agent: **[Non-MLS Agent \(NONMLS\)](#)** Sell Broker: **[Non-MLS \(nonmls\)](#)**

TREC #:

Sell Team Name:

Sold Information

Sale Price: **\$140,000** SP/SF: **\$10.77** SP/ACR: **\$487,804.88** Close Date: **11/22/2023**

Adj Sale Price: **\$140,000** Adj SP\$/SF: **\$10.77** Adj SP\$/AC: **\$487,804.88** SP/LP #: **1.00**

Seller **0** Repairs Paid: **\$0** Days to Close: **14** Title Pd By: **Seller**

Contribution:

CoOp: **No** Terms:

Prepared By: Kenneth Kangieser

Data Not Verified/Guaranteed by MLS
Obtain Signed HAR Broker Notice to Buyer Form

Date: 06/19/2025 1:55 PM

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Lots
 ML#: **59650435**
 Address: **0 LOT 7 Oak Alley Court**
 Area: **7**
 Tax Acc #: **NA**
 City/Location: **Seabrook**
 County: **Harris**
 Market Area: **Clear Lake Area**
 Subdivision: **Oak Alley**
 Lot Size: **8,377 / Survey**
 Master Planned: **No**
 Legal Desc: **TBD**

List Price: **\$129,500** ↓
 Orig Price: **\$144,000**
 LP/SF: **\$15.46**
 DOM: **513 / 900**
 State: **Texas**
 Zip Code: **77586**
 Section #: **7**
 Lot Num: **7**
 Acres: **.1923**
 LP/Acre: **\$673,426.94**

Directions: **From Red Bluff, head towards 146. Right on 146. Left on Oak Alley Ct. (small cul-de-sac on left before N. Meyer). First lot on the right.**

Listing Office Information

List Agent: acueto/Amy Cueto	List Broker: UTXR01/UTR TEXAS, REALTORS
Agent Phone: 281-705-8806	Appt #: 281-705-8806 / No Appointment Required
Address: 17000 El Camino Real Ste 107, Houston TX 77058 - 2632	Office Phone: 281-282-0935
List Agent Web:	Fax #:
Agent Email: amy@helloclearlake.com	Office Web: http://www.utrtexasrealtors.com
Licensed Supervisor:	

School Information

School District: <u>9 - Clear Creek</u>	Elem: <u>BAY ELEMENTARY SCHOOL</u>
Middle: <u>SEABROOK INTERMEDIATE SCHOOL</u>	High: <u>CLEAR FALLS HIGH SCHOOL</u>
2nd Middle:	

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Access:	Type Contract: Unimproved Property
Front Dim:	Left Dim:
Back Dim:	Right Dim:
Lot Use: Single-Family	Lot Improve: Cleared
Lot Description: Cul-De-Sac, Water View	Key Map:
Road Surface: Concrete	Acreage: 0 Up To 1/4 Acre
Gas: Gas Available	Dev Community:
Electric: Electric Available	Cable: Available
	Phone: Available

Agent Remarks:

5 total homesites for sale - each vary in lot size, price and lake views. Please see attached plat for reference. All custom homes will be built by Stampley Enterprises (Maverick Remodeling & Construction). Homes will be built similar to MLS# 97404084 (also built by Stampley Enterprises). For questions regarding new home construction - contact Kaysie Stampley: 713-702-1791 kaysie@mavrem.com. Financing questions: Tom w/ Certainty Loans 281-823-0512 tsarpolus@certaintyhomeloans.com. Buyer to verify all information herein.

Physical Property Description:

Beautiful location surrounded by mature oak trees on a cul-de-sac, near Lake Mijia! Design your custom-built home with the distinguished workmanship of Maverick Remodeling & Construction. Choose from 5 lots - each varying in lot size, proximity to the lake and price.

Utilities, Features and Additional Information

Utility District:	Area Pool:
Water/Sewer: Public Sewer, Public Water	Area Tennis:
Golf Course Nm:	Waterfront Feat: Lake View
Restrictions: Subdivision Restrictions	Disclosures: No Disclosures
55+ Community: No	City/ETJ: SEABROOK
Sub Lake	PID:
Access:	
HOA Amenities:	
HOA: Yes / Oak Alley Estates HOA / 000-000-0000	List Type: Exclusive Right to Sell/Lease
List Date: 08/29/2023 Expire Date:	T/Date:

Financial Information

Finance Cnsdr: Cash Sale, Conventional	Exemptions:
Seller May Contribute to Buyer Expenses Up To:	Auction:
Maint. Fee: Yes / \$300 / Annually	
Other Mand Fee: No	

Taxes w/o Exempt:

Online Bidding:

Tax Rate:

Affordable Housing Desc:

Pending InformationPending Date: **01/24/2025**

Est Close Dt:

OPT End:

Sell Agt Rep
Buyer:**No**Sell Agent: [Amy Cueto \(acueto\)](#)Sell Broker: [UTR TEXAS, REALTORS \(UTXR01\)](#)

TREC #:

Sell Team

Name:

Sold InformationSale Price: **\$123,000**SP/SF: **\$14.68**SP/ACR: **\$639,625.59**Close Date: **01/29/2025**Adj Sale Price: **\$123,000**Adj SP\$/SF: **\$14.68**Adj SP\$/AC: **\$639,625.59**SP/LP #: **0.95**Seller **0**Repairs Paid: **\$0**Days to Close: **5**Title Pd By: **Seller**

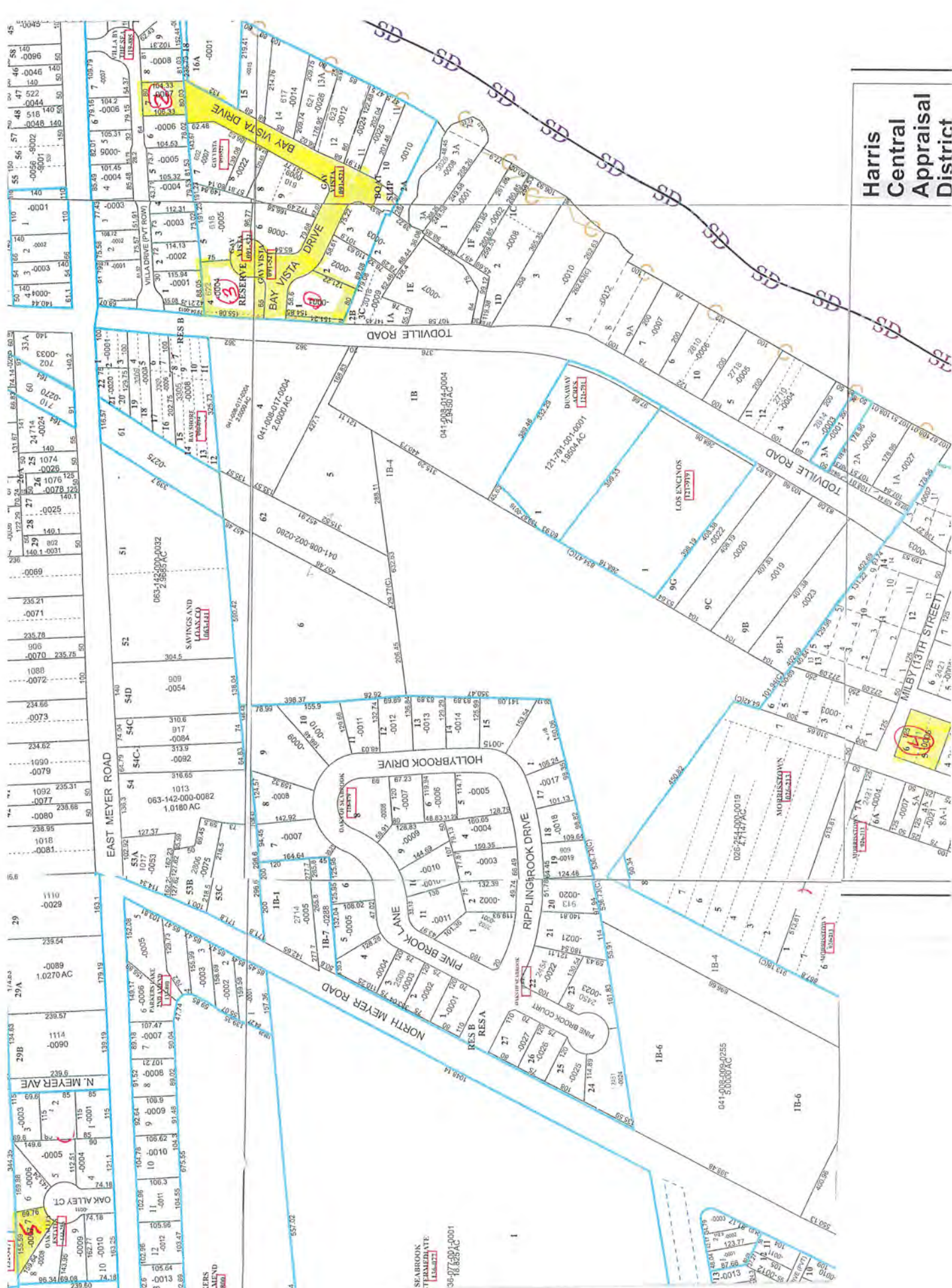
Contribution:

CoOp: **No**

Terms:

Prepared By: **Kenneth Kangieser****Data Not Verified/Guaranteed by MLS
Obtain Signed HAR Broker Notice to Buyer Form**Date: **06/19/2025 1:55 PM**

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Harris
Central
Appraisal
District

LAND SALES ANALYSIS

In reaching the land value opinion for the subject property by the sales comparison approach, the Harris County Deed Records were searched for recent sales of comparable properties within this area. All of the included sales are located in the general area of the subject and are considered to have similar highest and best uses. The following is a chronological listing of the sales used in this report.

COMPARABLE LAND SALES SUMMARY				
SALE	DATE	SIZE (S.F.)	PRICE (\$/SF)	FRONTAGE
1	1/23/23	21,600	\$6.71	Bay Vista Drive, Todville Road
2	9/14/23	8,427	\$12.46	Villa Drive
3	11/17/23	17,993	\$5.28	Bay Vista Drive, Todville Road
4	11/22/23	13,000	\$10.77	Milby Street
5	10/29/25	8,377	\$14.68	FM 529
Subject	N/A	64,152	N/A	Bay Vista ROW

When comparing these sales to the subject, the factors considered to be the most critical were conditions of sale, financing terms, date of sale, size, location and access, physical characteristics, utility availability and zoning. Each sale was compared to the subject and adjusted on that basis. The following is a discussion of the comparisons used in our analysis.

Conditions of Sale. Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Buyers or sellers acting under duress may cause a sale to be less representative of the market. A financial, business, or family relationship between the parties may affect the price of a property. When non-market conditions of sale are detected in a transaction, the sale can be used as a comparable only with great care. The circumstances of the sale must be thoroughly researched before an adjustment is made. Although conditions of sale are often perceived as applying only to sales that are not arm's-length transactions, some arm's-length sales may reflect atypical motivations or sale conditions due to unusual tax considerations, sale at legal auction, lack of exposure on the open market, or eminent domain proceedings. If the sales used in the market approach reflect such situations, an appropriate adjustment must be made for motivation or conditions of sale.

Property Rights Conveyed. Adjustments for differences in the property rights conveyed reflect the potential highest and best use of the site. For the purposes of this analysis, no adjustments for property rights has been made.

Financing Terms. The transaction price of one property may differ from that of an identical property due to different financing arrangements. For example, a buyer may pay a higher price in a transaction which involves below market or favorable financing. Favorable financing can be in terms of a below market interest rate, a small down payment, an interest only loan, a non-recourse or limited liability

LAND SALES ANALYSIS - CONTINUED

loan, or a loan based upon the cash flow of the project. All of the sales in this report were cash to the seller or considered cash-equivalent sales; therefore no adjustments are deemed necessary.

Date of Sale. Changes in market conditions may be the result of inflation, deflation, fluctuations in supply and demand, changes in highest and best use, or other factors. Although this adjustment is often referred to as a "time" adjustment, time is not the cause of the adjustment, but a reflection of shifts, or changes in market conditions. Therefore, if market conditions have not changed, no adjustment is deemed necessary, no matter how much time has elapsed. Generally, land values rise over time due to inflation and the decreasing supply of land. The sales included in this report ranged in date of sale from January 23, 2023 to October 29, 2025. Sale 1, 2, 3 and 4 are adjusted upward 10% and 5% for having a date of sale within inferior market conditions.

Location. All of the sales are located in the general area of the subject property and have similar highest and best uses. Therefore there are no adjustments for location.

Size. In most areas of Greater Houston, smaller tracts of land sell for a higher price per unit than larger properties. This is due to the fact that purchases of large acreage tracts entail a much greater capital outlay. This restricts the number of possible buyers as compared to the relatively larger market for smaller tracts, which tends to disproportionately "bid-up" the smaller tract's per unit prices. All sales are similar to the subject and no other adjustments are necessary.

Utility Availability. The availability of utilities is a major factor in the development of any property. If a site has no access to utility service and cannot acquire access, it is virtually impossible to develop. Therefore, the price paid for such a site would be affected due to its lack of utilities. In this case, an owner must make up the expense for acquiring the services and enhancing the site's value. The subject and all sales have access to public water and sewer, therefore no adjustment are warranted.

Corner/Frontage Influence. Properties which enjoy a corner location or have frontage along more than one roadway typically sell at a higher per unit value due to increased exposure and accessibility. The subject and Sales 1 and 3 have frontage on Toddville Road which is a heavier traveled roadway. Sales 2, 4 and 5 are interior residential lots with less traffic and are adjusted downward 20 percent for location. No other adjustments are warranted.

Site Characteristics. Properties which have irregular shapes, or are located in flood hazard areas with undevelopable portions can affect the value of a property. The subject and all sales are located in the 100 year flood hazard therefore no adjustments are required. The subject is a 20 foot wide strip of land that does not have any vertical uses possible. Based on this site configuration and lack of uses, we have adjusted all of the sales down 60 percent.

The land sales adjustment grid on the following page shows our adjustments for the subject tract.

LAND SALES ANALYSIS - CONTINUED

LAND SALES ADJUSTMENT GRID					
ITEM	1	2	3	4	5
PRICE PER SQUARE FOOT (\$/SF)	\$6.71	\$12.46	\$5.28	\$10.77	\$14.68
DATE	1/23/23	9/14/23	11/17/23	11/22/23	10/29/25
CONDITIONS OF SALE	0%	0%	0%	0%	0%
TIME ADJUSTMENT	10%	5%	5%	5%	0%
TOTAL ADJUSTMENT	10%	5%	5%	5%	0%
ADJUSTED \$/SF	\$7.38	\$13.08	\$5.54	\$11.31	\$14.68
SIZE (S.F.)	21,600	8,427	17,993	13,000	8,377
LOCATION	0%	0%	0%	0%	0%
SIZE	0%	0%	0%	0%	0%
CORNER/FRONTAGE	0%	-20%	0%	-20%	-20%
SITE CHARACTERISTICS	-60%	-60%	-60%	-60%	-60%
UTILITIES	0%	0%	0%	0%	0%
FLOOD PLAIN	0%	0%	0%	0%	0%
TOTAL PHYSICAL ADJUSTMENT	-60%	-80%	-60%	-80%	-80%
FINAL INDICATED \$/SF	\$2.95	\$2.62	\$2.22	\$2.26	\$2.94

The sales listed within the adjustment grid have an adjusted sales price ranging from \$2.22 per square foot to \$2.95 per square foot with an average of \$2.60 per square foot. All sales are given equal weight in the value estimate.

Therefore, based on the above land sales analysis and the subject's highest and best use, it is our opinion that the market value of the subject site is \$2.60 per square foot.

1.473 Acres (64,152 S.F.) @ \$2.60 Per Square Foot = \$166,795

Rounded: \$167,000

CORRELATION AND FINAL VALUE ESTIMATE

The Sales Comparison Approach was the only applicable approach to estimate the market value of the subject property.

Sales Comparison Approach. This approach provides a direct comparison between the subject property and similar properties which have recently been sold. The strength of this approach is that it directly measures the actions of buyers and sellers in the marketplace. The weakness of this approach is that no two properties are ever exactly alike. Amenities in purchase considerations and intangible qualities are sometimes difficult to compare. Also, the exact condition of each sale is sometimes unknown. This approach produced several reliable land sales to estimate the value of the subject property. The indicated market value of the subject property via the Sales Comparison Approach, was estimated as follows:

\$167,000

Final Value Estimate. In this instance, the sales comparison approach was considered to be the only applicable method in valuing the subject property. Therefore, our final estimate of the market value of the fee simple estate of the subject property, as of June 18, 2025, based on a 12 month exposure period, is as follows:

\$167,000

ADDENDA

QUALIFICATIONS

QUALIFICATIONS OF

Bradley S. Kangieser, MAI, SRA

Business Address:

GREENBRIAR APPRAISAL COMPANY
10026 Doliver Drive
Houston, Texas 77042

Telephone (281) 556-6668
Cell (713) 724-4773

E-Mail: bkangieser@gbappraisal.com
Web Page: <http://www.gbappraisal.com>

Education:

Graduated from Texas A & M University, College Station, Texas in December, 1982 with a Bachelor of Business Administration in the field of Marketing.

Experience:

Bradley S. Kangieser is a real estate appraiser, consultant and analyst who has been active in all forms of real estate appraisals since 1983. He has been an independent fee appraiser responsible for appraisals of residential, industrial and commercial properties throughout Texas for clients including various savings and loans, mortgage companies, banks, insurance companies, corporations, attorneys and individuals. He received the SRA designation from the Appraisal Institute in 1988 and received the MAI designation from the Appraisal Institute in 1991. He has qualified as an expert witness on real estate appraisal in state and district court.

License/Certification:

Texas State Certified General Real Estate Appraiser #TX-1320289-G
Texas Real Estate Brokers License #336747

Affiliations:

Member Appraisal Institute (MAI) #8888, Appraisal Institute
Senior Residential Appraiser (SRA) #2311, Appraisal Institute
Member of the 1992 Young Advisory Council, Appraisal Institute
Member of the 1994 Young Advisory Council, Appraisal Institute
Regional Ethics & Counseling Panel, Appraisal Institute
Houston Chapter Admissions Committee, Appraisal Institute
Houston Chapter Education Chair, Appraisal Institute
Houston Chapter Board of Directors (2000-2007), Appraisal Institute
Houston Chapter President (2007), Appraisal Institute

RECERTIFICATION OF THE APPRAISAL INSTITUTE

As of the date of this report, Bradley S. Kangieser has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.

QUALIFICATIONS, BRADLEY S. KANGIESER - CONTINUED

Partial List of Property Types Appraised:

High and Mid Rise Office Buildings
Downtown Office Buildings
Single Tenant Office Buildings
Medical Office Buildings
High Rise Apartments and Garden Apartments
Office & Industrial Parks
Resort and Recreational Developments
Event Facilities
Athletic Clubs
Restaurants
Special Purpose Properties
Mobile Home Parks
All Types of Shopping and or Retail Centers
Regional Malls
Manufacturing and Industrial
Subdivisions
Churches
Schools
Daycare Centers
Distress and Problem Properties
Mini-Warehouses
Recreational Vehicle Parks
Oil Change (Lube) Facilities
Automobile Dealerships
Manual and Full Service Car Washes
Townhouse Developments

Various Types of Studies and Consulting:

Environmental Impact Studies
Feasibility Studies
Going Concern Valuation
Market Studies
Highest and Best Use Studies
Ad Valorem Tax Studies
Litigation Support including Expert Witness Testimony
Condemnation
Interest Valuations including Fee Simple, Leased Fee, Leasehold
and Partial Interest

QUALIFICATIONS, BRADLEY S. KANGIESER - CONTINUED

Partial List of Representative Clients:

Financial Institutions:

Allegiance Bank
Amegy Bank
Amerant Bank
Bancorp South Bank
Bank of America
Bank of Houston
Bank of Texas
Bank OZK
BB&T
BBVA Compass Bank
Cadence Bank
Capital One Bank
Cathay Bank
Central Bank
Citibank
Citizens Bank
Comerica Bank
Commerce Bank
Community Bank
Crockett National Bank
East West Bank
Frost Bank
Iberia Bank
Independence Bank
International Bank of Commerce
JP Morgan/Chase Bank
Key Bank
Legacy Texas Bank
Lone Star Bank
Members Choice Credit Union
Metro Bank
Moody Bank
Northern Trust Bank
Plains Capital Bank
Plains State Bank
PNC Bank
Preferred Bank
Prosperity Bank
Regions Bank
Spirit of Texas Bank
Texas Capital Bank
Texas Citizens Bank
Texas State Bank
Third Coast Bank
Trustmark Bank
US Bank
Union Bank of California

QUALIFICATIONS, BRADLEY S. KANGIESER - CONTINUED

Financial Institutions - Continued:

Veritex Community Bank
Wells Fargo Bank
Whitney Bank
Woodforest National Bank

Government Agencies:

Metropolitan Transit Authority (Houston)
Resolution Trust Corporation
Federal Deposit Insurance Corporation
Fort Bend County Flood Control District
Aldine Independent School District
Klein Independent School District
Texas Department of Transportation
City of Pasadena
City of Bryan
City of Conroe
City of Laporte
Deer Park Independent School District

Corporations:

Archon Group
American General Realty Advisors, Inc.
Ameritas Investment Advisors, Inc.
Bear, Sterns & Company
BMC Mortgage Company
Bridger Commercial Funding
Business Loan Express
Capmark Finance
Churchill Capital
CIBC World Markets
Collateral Mortgage Capital
Column Financial
Commercial Resource Capital
Fannie Mae
Finova Belgravia Capital Corporation
Flagship Properties Corporation
Freddie Mac
Fremont Investment & Loan
GE Capital Corporation
GE Financial Assurance
Hanover Capital Mortgage Corporation
Heller Real Estate Financial Services
HFF, L.P.
Hometown Commercial Capital
The Houston Group Realty Advisors, Inc.
ICap Realty Advisors

QUALIFICATIONS, BRADLEY S. KANGIESER - CONTINUED

Corporations - Continued:

Impac Multifamily Capital
J.P. Morgan Mortgage Capital
Kinghorn, Driver, Hough & Company
LMI Capital
Lehman Brothers
Live Oak Capital
L.J. Melody & Company
Martin Fein Interests, Inc.
Midway Company
MJ Spoor & Company
Morgan Stanley
New Quest Properties
NorthMarq Capital, Inc.
Pinnacle Realty Advisors
Piper Capital Management
PPM Finance Inc.
Principal Real Estate Investors
Prudential Mortgage Capital Company
RAIT Investment Trust
Safeco Credit Company
Saloman Brothers Realty Corporation
Smith Barney
Planned Community Developers
Trammell Crow Company
UBS Warburg
Union Capital Investments, LLC

Life Companies:

Allstate Insurance Company
American Fidelity Assurance Company
Aviva Investors
Business Men's Assurance Company of America
Chubb Life Insurance Company of America
Delta Life and Annuity Company
GE Capital Life Assurance Company of New York
ING USA Annuity and Life Insurance Company
The Guardian Life Insurance Company of America
Jackson National Life Insurance
Jefferson Pilot Life Insurance Company
John Hancock Real Estate Finance, Inc.
MetLife Insurance Company
Reliable Insurance Company
Security Life of Denver Insurance Company
Southern Farm Bureau Life Insurance Company
StanCorp Mortgage Investors
Standard Insurance Company

QUALIFICATIONS, BRADLEY S. KANGIESER - CONTINUED

Life Companies - Continued:

Sun Life Financial
Thrivent Financial for Lutherans
The Variable Annuity Life Insurance Company
Union Central Life Insurance Company
Union Fidelity Life Insurance Company
Western-Southern Life Assurance Company

Law Firms:

Vinson and Elkins
Fulbright & Jaworski
Honigman Miller Schwartz and Cohn
Bracewell & Patterson
Haggans & Associates
Law Offices of Eddie Vassallo
Richard McElya
Jackson & Walker
William D. Noel

BRADLEY SWAN KANGIESER
10026 DOLIVER DRIVE
HOUSTON, TX 77042



Certified General Real Estate Appraiser

Appraiser: **Bradley Swan Kangieser**

License #: **TX 1320289 G**

License Expires: **03/31/2027**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

A blue ink signature of Chelsea Buchholtz, the Executive Director of TALCB, is located on the right side of the certificate.

Chelsea Buchholtz
Executive Director

FLOOD MAP

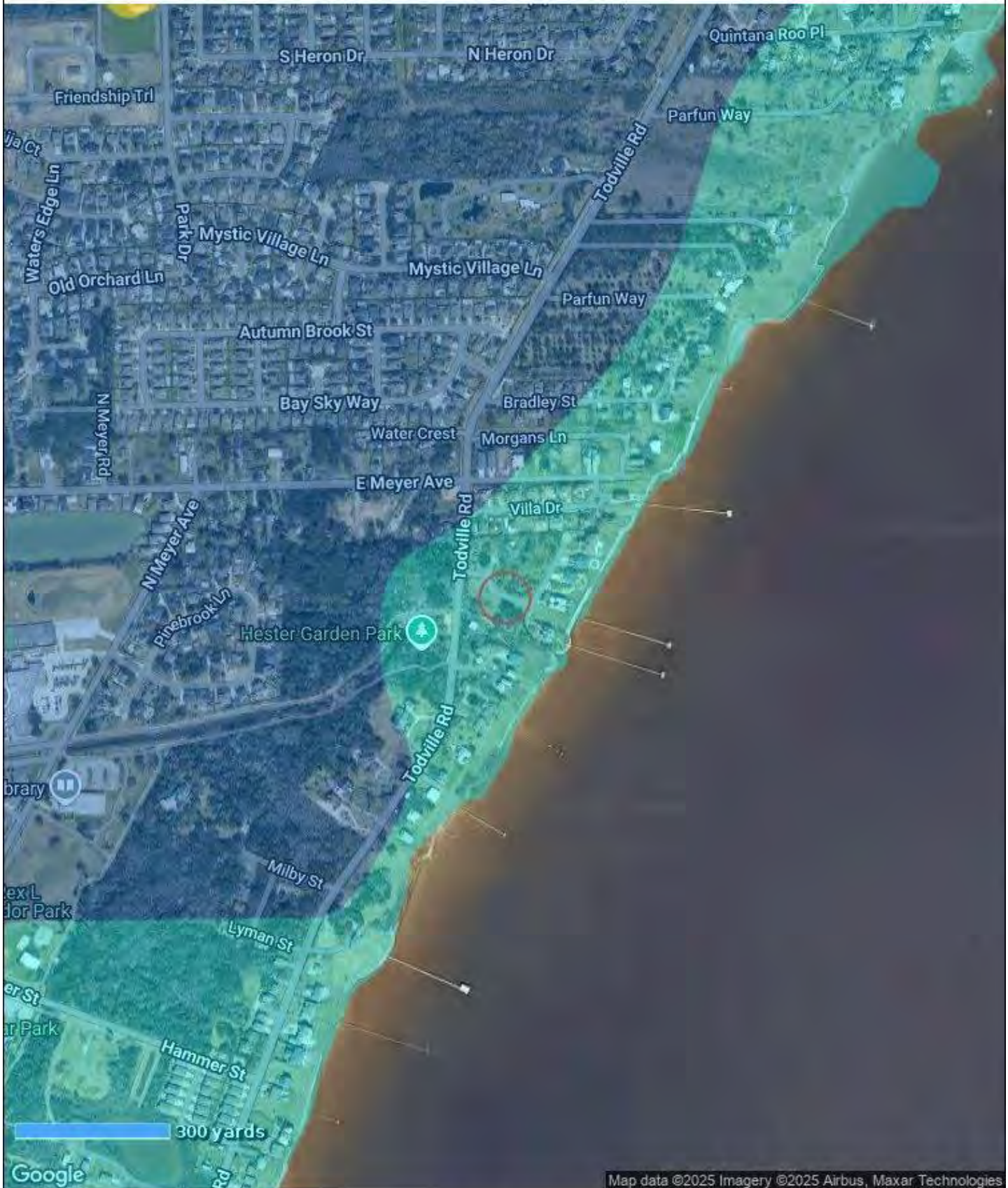
InterFlood

by a la mode

Prepared for: Greenbriar Appraisal Company

Bay Vista

Seabrook, TX 77586

**MAP DATA**

FEMA Special Flood Hazard Area: **Yes**
 Map Number: **48201C1085M**

MAP LEGEND

Areas inundated by 500-year flooding
 Areas of potential levee breach

Protected Areas
 Other

Powered by CoreLogic®

Zone: **VE**
Map Date: **January 06, 2017**
FIPS: **48201**

Areas inundated by 100-year flooding

Velocity Hazard

Floodway

Subject Area



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SUBJECT PHOTOGRAPHS



Todville Road Looking South



Todville Road Looking North



Bay Vista From Todville Road



Bay Vista ROW



Bay Vista ROW



Bay Vista ROW



Bay Vista ROW



Bay Vista ROW

LETTER OF ENGAGEMENT



GREENBRIAR
APPRAISAL COMPANY
Real Estate Appraisers-Consultants

BRAD KANGIESER, MAI, SRA



June 16, 2025

Mr. Steve Belmonte
President
Bay Vista Property Owners Association
2450 S Shore Blvd., Suite 125
League City, Texas 77573

Reference: Appraisal of approximately 24,000 square feet of property located in the Bay Vista Right of Way, in Seabook, Harris County, Texas 77586.

Dear Mr. Belmonte,

Per your request, we will be pleased to appraise the above referenced property for internal auditing procedures in compliance with the requirements of FIRREA and USPAP. Our fee is \$2,500 for an electronic copy of the appraisal. The fee is payable upon on delivery of our reports. Interest at the rate of 10% per annum will accrue and be charged on amounts not paid within 30 days of date of invoice. All payments shall be made at 10026 Doliver Drive, Houston, Texas 77042.

The appraisal will commence the date this retainer letter is executed with our delivery date being 3 weeks. Our report will contain our usual contingent and limiting conditions, which are attached to this agreement. If you have any questions regarding this assignment please call Mr. Brad Kangieser, MAI, SRA.

It is understood that this assignment and the payment of our fee is not dependent or contingent upon any loan commitment, sale, trial outcome, receipt of funds by you, or any other condition or contingency. So we may proceed with this assignment, please indicate your acceptance by signing, dating and returning a copy of this letter. Thank you for your consideration of our firm and your business, which is appreciated.

Sincerely,

Brad Kangieser, MAI, SRA
President

By: _____
Name: **Steve Belmonte, President**
Title: _____
Date: **06/16/2025**

CONTINGENT AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions.

The legal description furnished to us is assumed to be correct. We assume no responsibility for matters legal in character, nor do we render any opinion as to the title, which is assumed to be good and marketable unless otherwise stated.. Any existing liens and encumbrances have been disregarded and the property appraised as though free and clear under responsible ownership and competent management, unless otherwise indicated.

We have made no survey and assume no responsibility in connection with such matters. We believe the information in this report furnished by others to be reliable, but no warranty is given for its accuracy. This includes, but is not limited to, information obtained in regard to operating statements, rent rolls, flood plains, wetlands, geological fault lines, sufficiency of public utilities, and land or surface subsidence. The construction and condition of the improvements mentioned in the body of this report is based on observation and no engineering study has been made, unless previously noted, which would discover latent defects. No certification as to construction or any of the physical aspects could be given unless a proper engineering study were made.

No fault line, flood plain, or subsidence study has been made by the appraisal firm and could be undertaken only by a qualified engineering firm.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

The distribution of the total valuation between land and improvements in this report applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used.

Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interest will invalidate the value estimate, unless such prorations or division of interests has been set forth in the report.

The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question, unless arrangements have been previously made.

Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used

CONTINGENT AND LIMITING CONDITIONS - CONTINUED

for any purpose by anyone other than the addressee without the previous written consent of the appraiser.

Neither all, nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the consent and approval of the author, particularly as to valuation conclusions, and identity of the appraiser or firm with which he/she is connected, or any reference to the Appraisal Institute, or the MAI designation, or the SRA designation.

This report is written in conformity with the professional standards of practice and code of ethics of the Appraisal Institute, the Uniform Standards of Professional Appraisal Practice and the rules of the Texas Appraisal Licensing & Certification Board unless otherwise stated.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's site visit. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

The appraiser represents that he/she is not an expert to appraise insulation or other products banned by the Consumer Products Safety Commission which might render the property more or less valuable. In connection with this appraisal, the appraiser has not inspected or tested for, nor taken into consideration in any respect the presence or absence of insulation or other said products increase or decrease in the value of the property from the value placed thereon by the opinion of the appraiser.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

It is understood that this assignment and the payment of our fee is not dependent or contingent upon any loan commitment, sale, trial outcome, receipts of funds by you, or any other condition or contingency.

The liability of Greenbriar Appraisal Company, its owner and staff, is limited to the Client only and to the amount of the fee actually paid for the services rendered, as liquidated damages, if any related dispute arises. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than Client, the Client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser is in no way to be responsible for

CONTINGENT AND LIMITING CONDITIONS - CONTINUED

any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. Client also agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant or any party), Client will hold Appraiser(s) completely harmless from and against any liability, loss, cost or expense incurred or suffered by Appraiser(s) in any such action, regardless of its outcome.

This report may be relied upon by "CLIENT" in determining whether to make a loan evidenced by a note (the "Property Note") which is further secured by the Property. The report may be relied upon by any purchaser or assignee of the Property Note in determining whether to acquire the Property Note or an interest therein. In addition, the report may be relied upon by any rating agency involved in rating securities secured by, or representing an interest in the Property Note. This report may be used in connection with materials offering for sale the Property Note, or an interest in the Property Note, and in presentations to any rating agency. With respect to the foregoing, the report speaks only as of the origination date of the report unless specifically updated through a supplemental report.



Agenda Briefing

Date of Meeting: January 6, 2026

Responsible Department: Public Works

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Jesus Olivo

Strategic Focus Area: INFRASTRUCTURE

General Information:

Consider and take all appropriate action on approval of a proposal from Duplantis Design Group, PC (DDG) for professional design services on the North Meyer Paving project, Seabrook CIP S27, in the amount of \$330,450.00 plus reimbursable expenses and authorize the City Manager to execute the agreement and any associated documents.

Executive Summary / Background:

North Meyer Road was identified as a priority candidate for major rehabilitation through the City's Road AI pavement management software. The software evaluates roadway condition using objective data metrics, including surface distress, ride quality, and structural performance. Based on this analysis, North Meyer Road ranked among the priority segments requiring full reconstruction rather than routine maintenance, and staff recommended advancement of the project within the City's Capital Improvement Program (CIP).

Initially, the City pursued a partnership with the County for the design and management of this thoroughfare project. Early design cost estimates provided through that process indicated potential costs as high as \$1 million. The project was approved by the County; however, the County's design process experienced delays exceeding one year. Ultimately, the County returned with a revised estimate indicating that their design team would project costs approaching \$800,000.

In addition to the elevated design costs, the extended timeline associated with partnering during the design phase and having the project managed by the County has significantly impacted the City's ability to advance its street program. The delay has depleted valuable time needed to progress CIP projects and effectively utilize allocated street funding debt.

Given the City's need to maintain momentum on street improvements and ensure timely use of approved funding, staff recommends proceeding independently with this project through acceptance of the proposed engineering services. Advancing the design locally will allow the City to maintain schedule control, align design decisions with City priorities, and position the project for construction in a timely manner.

Converting North Meyer Road from asphalt to a concrete pavement section is expected to provide the following benefits:

- Extended pavement life and improved long-term durability
- Reduced lifecycle maintenance and repair costs
- Improved performance under traffic loading and environmental conditions
- Enhanced overall roadway condition and user experience

The proposed engineering services include preliminary engineering, design, construction documents, and bid-phase support necessary to advance the project toward construction.

The City of Seabrook has received a proposal from one of our pre-approved Engineering Consultants (DDG) to start the design phase of the reconstruction of N. Meyer with a proposal of \$330,450.

Funding / Fiscal Information:

Street Capital Fund 35

Supporting Materials Attached:

1. 25-2156 North Meyer Avenue - City of Seabrook Proposal REV01

Prior Action / Review by Council, Boards, Commissions:

Previously action by City Council approved a grant application with Harris County Precinct 2 that was awarded but not design was taken to date. Harris County Precinct 2 is working on an amendment to release the grant agreement.

Staff Recommendation:

City staff recommends approval.



BROAD VISION. EXPERT FOCUS.

December 8, 2025

DDG Project # 25-2156

PROFESSIONAL DESIGN SERVICES PROPOSAL

Prepared for:
City of Seabrook
North Meyer Avenue
Seabrook, TX

WWW.DDGPC.COM



December 8th, 2025

Brian Craig
City of Seabrook
1700 1st Street
Seabrook, TX 77586
bcraig@seabrooktx.gov

North Meyer Avenue

DDG Project #25-2156

Dear Brian,

Please allow this letter to serve as our proposal to provide professional design services for the proposed North Meyer Avenue project located in Seabrook, TX.

The proposed design services contained herein are based on the information provided from email correspondence, internet based site reconnaissance.

This document once executed will serve as the design service contract between your organization and DDG inclusive of the following attachments:

- 01 – Project Overview + Quote + Scope & Deliverables**
- 02 – Assumptions & Exclusions**
- 03 – Standard Rate Sheet + Terms & Conditions**
- 04 – Additional Documents**

DDG appreciates the opportunity to provide these services to you and is excited about being a part of the design team. If acceptable, please sign in the space provided.

This proposal shall be considered valid for sixty (60) days from the proposal date.

Sincerely,

Brandon Ballard
Houston Civil Engineering Lead
Duplantis Design Group, PC

ACCEPTANCE OF PROPOSAL

By signing below, I hereby certify that I am authorized to sign this agreement on behalf of the company listed above and that I have read and familiarized myself with this agreement and all attachments identified herein.

X: _____

Date: _____

01 PROJECT OVERVIEW + QUOTE + SCOPE & DELIVERABLES

PROJECT OVERVIEW

The project will consist of the reconstruction of approximately 6,200 linear feet of roadway of North Meyer Avenue from SH 146 to East Meyer Avenue located in Seabrook, TX. The existing asphalt road and base will be removed and replaced with an assumed six inches of lime stabilized subgrade and eight inches of reinforced concrete pavement. Also included in this project are drainage improvements from SH 146 to Main St and at grade sidewalk crossings at multiple locations. The Authority Having Jurisdiction (AHJ) for the proposed improvements will be the City of Seabrook.

DESIGN SERVICES QUOTE

CIVIL ENGINEERING SERVICES

Preparation of Plans (Lump Sum)	\$ 151,000
Preparation of Design Data (Lump Sum)	\$ 32,000
Bid Phase Services (Lump Sum)	\$ 10,000
Construction Administration (Hourly Estimate)	\$ 25,000

Subconsultants:

Geotechnical Services (Raba Kistner)	\$ 49,200
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TOTAL: \$267,200

SURVEYING SERVICES

Topographic Survey (Lump Sum)	\$ 35,750
Route Survey for Apparent Right-of-Way (Lump Sum)	\$ 22,500

TOTAL: \$58,250

STRUCTURAL ENGINEERING SERVICES

Retaining Wall Design (If required)	\$ 5,000
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TOTAL: \$5,000

OVERALL PROJECT TOTAL

\$330,450
+ reimbursable expenses

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced in addition to the above listed design fees per the Standard Rate Sheet in Section 03. Rates are subject to change. DDG reserves the right to change the rate sheet periodically. If DDG is being compensated based on an hourly agreement, DDG will bill the client based on the new rates established on the modified rate sheet.

CIVIL ENGINEERING SCOPE & DELIVERABLES

PREPARATION OF PLANS

Plans and document production will include the following:

- Cover Sheet – We will provide a cover sheet for the project construction plans, which shows a vicinity map, project title, index of sheets, list of governing agencies, project information and any pertinent signature blocks.
- Demolition Plan - Provide a plan showing features to be removed and/or abandoned.
- Site Plan - The site plan will be developed from the provided site base provided by the client. The site plan will provide the location of the proposed road configuration, as well as dimensional control for the proposed improvements.
- Grading Plan - The grading plan will establish proposed grades within the project.
- Erosion Control Plans – The erosion control plans will be prepared in compliance with the most recent EPA or state requirements and establish site specific erosion and sedimentation best management practices to ensure the site is in compliance with all EPA and/or state stormwater control requirements.
- Detail Sheets – The detail sheets will support the proposed improvements shown on the site, grading, and erosion control plans.
- The fees for preparation of onsite plans do not include the entitlement of these plans. These fees are solely to produce the documents.

PREPARATION OF DESIGN DATA

- Drainage Evaluation – DDG will evaluate the existing drainage infrastructure between SH 146 and Main Street and make any necessary improvements as required.
- Stormwater Quality Management Plan – DDG will prepare a detailed, site specific Stormwater Quality Management Plan for the project in accordance with the governing general permit for construction activities.

BID PHASE SERVICES

DDG will provide the following:

- Prepare all required front end specifications required to solicit bids in accordance with the Texas Public Bid Law.
- Coordinate the bidding date, time, and process for bidding the project in the instruction and invitation for bidders.
- Distribute invitations, plans and specifications to bidding contractors and track documents and questions.
- Receive and answer RFI's from bidding general contractors and issue addenda to the documents as required.
- Attend and conduct one (1) Pre-Bid Conference in association with the Owner's representative.
- Be responsible for directing and managing any bidding process with the design team providing clarifications.
- Formally receive bids while complying with the Texas Public Bid law.
- Evaluate a reasonable number of material substitution requests.

CONSTRUCTION ADMINISTRATION

Civil scope of construction administration will include the following tasks detailed below. Site meetings and visits will be provided on an as needed basis or as requested by Client/Owner/General Contractor. DDG has estimated five site meetings/visits as part of this scope. Minimally, DDG will provide a Substantial Completion Determination Site Visit with associated observation report. Should services require further detailed involvement, additional services may be required.

- Schedule Review of Civil Portion with Site Visits - The construction representative shall visit the project site in order to determine in general if the contractor's progress is commensurate with the

construction schedule and shall report back to the engineer and client with his findings. Two site visits included.

- Respond to Exterior Request for Information/RFIs (Up to 12) - The construction representative shall receive requests for Information (RFIs) from the contractor through the client or client's representative. If clarifications and interpretations of the contract documents are required, the construction representative shall consult with the project engineer before responding with said clarifications and interpretations as discussed.
- Review and Comment for Exterior Shop Drawings/Product Data Submittals - The construction representative, under the supervision of the engineer, may receive review for completeness and adherence to the contract documents, the contractors' submittals such as shop drawings, product data and samples and shall be authorized to accept or reject such submittals.
- Construction Kick-Off Meetings – The construction representative may be requested at the beginning of the project to attend one construction kick-off meeting scheduled by the client or contractor along with subcontractors and the testing agency to field any questions or concerns relative to the civil portion of the work. *(As necessary and inclusive of assumed site visits.)*
- Pre-Pour General Observations - The construction representative can make site visits prior to scheduled concrete pours in order to observe and determine if, in general, the work in place is in conformance with the engineer's design intent before the contractor pours. Such things as reinforcement, grading*, form placement, joint placement and subgrade can be observed for general conformance with the contract documents. A general observation of grading will be provided. It will not include a survey or detailed assessment of the grading of the forms. *(As necessary and inclusive of assumed site visits.)*
- Subgrade Proof Roll Observation - Proof-rolling is used in earthwork and pavement construction to verify uniform behavior and stability of the subgrade before placement of fill. The construction representative can be present to observe proof-rolling of the subgrade soils after the topsoil is removed to identify areas which may require additional excavation or rework and monitoring of excavating operations to determine when acceptable materials have been exposed.
- Substantial Completion Determination Site Visit – This site visit can be conducted by the construction representative to make a determination and recommendation to the engineer whether or not the civil portion of the project is substantially complete. It should be noted that contractor warranties are usually tied to the date of substantial completion, therefore, it is prudent to make this observation as thorough as possible.

Certify Completion of Construction (Punch List/General Conformance) - The construction representative may be required to make one or multiple site visits in order to determine if the civil portion of the project is complete and has been constructed in general conformance with the contract documents. The construction representative will compile any punch list items that are outstanding and shall make a punch list document complete with photos and/or an exhibit plan and a written summary that can be distributed to all involved parties that have outstanding work.

GEOTECHNICAL ENGINEERING SCOPE & DELIVERABLES

GEOTECHNICAL SERVICES

DDG's subconsultant (Raba Kistner) will provide the following services:

- Field Study
 - Thirteen (13) roadway borings and two (2) drainage improvements borings will be performed to a depth of 15 feet (below existing ground surface elevation, or auger refusal, whichever occurs first) spaced at approximately 500 foot intervals along the roadway alignment. Boring locations will alternate between the existing pavement and the existing road right-of-way.
 - Traffic control will be required to safely route traffic around the drilling crew during the field work activities and is included in this scope of work.
- Laboratory Testing
 - Upon completion of the subsurface exploration, a general testing program will be designed to define the moisture condition, classification, strength, and shrink/swell characteristics of the subsurface soil samples which is anticipated to include moisture

content determinations, Atterberg Limits, percent passing No. 200 sieve, grain size analyses, unit dry weights, and unconfined compressive strength tests. However, the actual type and number of tests will be based on the subsurface conditions encountered in the borings.

- Testing will be performed in general accordance with applicable ASTM standards and samples will be kept for 30 days upon submittal of the final report.
- For pavement design analysis, the California Bearing Ratio (CBR) will be assumed based on the classification of the subgrade soils to estimate their strength characteristics.
- Geologic Fault Review
 - A desktop fault study will be conducted of the proposed roadway alignment to determine if there is an active surface fault that crosses the new roadway improvements.
 - A review of available fault maps and geologic literature will be conducted followed by a site visit to identify any visual potential fault scarp.
 - A Phase I Geologic Fault Study will be recommended if potential fault activity is suspected.
- Engineering Analyses and Report
 - The results of the field and laboratory studies will be reviewed by our staff of engineers and will be presented in a draft geotechnical report which will be finalized after we receive Client comments. The geotechnical report will include the following information:
 - A summary of the field and laboratory sampling and testing program
 - Boring logs and laboratory testing results
 - A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered
 - Groundwater considerations
 - Pavement subgrade preparation and pavement design in accordance with AASHTO standards for roads and HCED guidelines
 - Trench excavation guidelines in accordance with OSHA federal regulations
 - Utility bedding and backfill criteria for trench excavation in accordance with Harris County Standard Specifications or other applicable specifications
 - Seismic site review
 - Desktop fault review

SURVEYING SCOPE & DELIVERABLES

THE SURVEYOR SHALL BE PROVIDED THE FOLLOWING:

- Any recorded documents affecting the property being surveyed and containing information to which the survey shall refer,
- Any recorded easements benefiting the property,
- Any recorded easements, servitudes or covenants burdening the property,
- Any unrecorded documents affecting the property being surveyed and containing information to which the survey shall refer, if desired by the client.

Surveying services shall consist of providing professional design services and furnishing personnel to perform the following surveying services:

TOPOGRAPHIC SURVEY

- Conduct a Topographic Survey of the subject property. The survey shall locate the above ground features, improvements, natural ground elevations and cross sections of ditches as needed to produce a representative DTM. The limits of survey shall consist of the areas within the survey limit line as defined as North Meyer Avenue from apparent existing right-of-way to apparent existing right-of-way between SH 146 to East Meyer Avenue.
- Only above ground visible utility structures and appurtenances will be located during the course of the survey. If the location of underground utilities is required, DDG can provide Subsurface Utility Engineering (SUE) as an add service.

ROUTE SURVEY

- Conduct a route survey of the apparent corridor right of way within the scope of the project. The survey shall include an investigation and evaluation of the major factors influencing the location of boundaries and rights-of-way and the recovery of monuments that define the location and extent of one or more boundaries or rights-of-way.

STRUCTURAL ENGINEERING SCOPE & DELIVERABLES

SIDEWALK RETAINING WALL DESIGN

- DDG will provide up to two retaining wall sections for the proposed sidewalk to minimize impacts to the existing drainage infrastructure if required.
- The sidewalk retaining wall design will be included in the North Meyer Avenue Improvements Package as a detail.

02 PROJECT ASSUMPTIONS & EXCLUSIONS

PROJECT ASSUMPTIONS

The project assumptions below are believed to be reasonably accurate at the time this proposal was prepared based on the information available. These items are not to be deemed as statements of fact by only assumed parameters used in the preparation of the fees associated with this project. Changes to these parameters during the course of the projects may result in decreased or increased fees.

- DDG will utilize the survey as described in this proposal as the basis of design for the proposed roadway improvements.
- DDG assumes three coordination sets will be completed through the duration of the project, 50% and 90% Construction Document Coordination, and Issue for Construction. Additional review/pricing submittals may require additional fees.
- DDG assumes there are no environmental issues/wetland impacts related to the site. The Owner is responsible for notifying the design team of these items or providing a current, site-specific Phase 1 ESA. The proposal does not include any TCEQ or USACE documentation, permits, or approvals. Wetlands determination and documentation is assumed to be completed by a separate consultant.
- DDG assumes that a topographic survey and a route survey to determine the apparent right of way will be sufficient for the design of the proposed improvements.
- Platting of the project site is not included in this proposal.
- DDG assumes that the improvements will consist of the removal and replacement of the road base and pavement, drainage improvements as required from SH 146 to Main St, and at grade sidewalk crossings at multiple locations.
- DDG assumes the civil plans will not require phased construction/permitting documents. DDG will provide one civil plan set for the project. Individual phasing of the work is the responsibility of the Owner and Contractor.

PROJECT EXCLUSIONS

Items below are excluded and shall either be provided to DDG by the owner or are not needed for the project. In any instance these items are not included in DDG's scope of services.

- 3rd party representation
- Value engineering services
- Regulatory and environmental services
- Wetlands mitigation
- Platting
- Sewer treatment plant design and coordination
- Zoning variance coordination or other discretionary entitlements
- Offsite improvements
- Traffic impact analysis
- LEED certification design & coordination
- TXDOT permitting
- Site signage
- Pylon Monument Sign Design
- Traffic signal design or modifications are not included in this proposal.
- Landscape architecture services
- Items not specifically included in the scope above are excluded. DDG's scope is as written in this proposal.

03 STANDARD RATE SHEET + TERMS & CONDITIONS



STANDARD RATE SHEET

LABOR CATEGORIES

Executive	\$260.00/hr	Field Scientist II	\$130.00/hr
Vice President	\$250.00/hr	LSI	\$130.00/hr
Business Unit Leader III	\$230.00/hr	Regulatory Specialist I	\$130.00/hr
Senior Principal	\$230.00/hr	Senior CAD Designer	\$130.00/hr
Business Unit Leader II	\$220.00/hr	Survey Tech Manager	\$130.00/hr
Marine Crew	\$215.00/hr	Survey Technician IV	\$130.00/hr
Business Unit Leader I	\$200.00/hr	Construction Representative III	\$125.00/hr
Lead	\$200.00/hr	Drone Pilot	\$125.00/hr
Senior Design Manager	\$200.00/hr	Marine Crew Chief	\$125.00/hr
Land Crew	\$195.00/hr	Survey Coordinator	\$125.00/hr
Senior PLS	\$195.00/hr	Coastal Inspector	\$120.00/hr
Senior Design Professional	\$180.00/hr	Construction Representative II	\$120.00/hr
Senior Project Manager	\$180.00/hr	Hydrographer	\$120.00/hr
Regulatory Specialist III	\$160.00/hr	CAD Designer	\$115.00/hr
Design Professional	\$155.00/hr	Environmental Scientist I	\$115.00/hr
Environmental Scientist III	\$155.00/hr	Field Scientist I	\$115.00/hr
Field Scientist III	\$155.00/hr	Land Crew Chief	\$115.00/hr
Project Manager	\$155.00/hr	Survey Technician III	\$115.00/hr
GIS Manager	\$155.00/hr	GIS Specialist	\$115.00/hr
Regulatory Specialist II	\$150.00/hr	Construction Representative I	\$110.00/hr
PLS	\$150.00/hr	Survey Technician II	\$100.00/hr
Land Crew Manager	\$140.00/hr	CAD Technician	\$95.00/hr
Marine Crew Manager	\$140.00/hr	GIS Analyst	\$95.00/hr
Assistant Project Manager	\$130.00/hr	Junior Crew Chief	\$95.00/hr
Design Specialist	\$130.00/hr	REVIT/Architectural Draftsman	\$95.00/hr
Design Technician	\$130.00/hr	Survey Technician I	\$90.00/hr
Designer	\$130.00/hr	Administration	\$80.00/hr
Environmental Scientist II	\$130.00/hr	Intern	\$80.00/hr

REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	Cost
Printing	Cost
Photographs, Telecopier, Shipping + Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	Rate x 1.5
Subconsultant Services	Cost + 10%
Pipeline Detectors	
RD8100	\$75.00/day
Drone	\$250.00 / 1/2 Day + \$500.00 / Full Day
Hydro/Marine	
Magnetometer	\$200.00 / day
Applanix IMU	\$300.00 / day
Single Beam	\$200.00 / day
Sub-Bottom Profiler	\$650.00 / day
Side Scan Sonar	\$425.00 / day
Special Rental Equipment	Rental Cost
All-Terrain Vehicle	\$100.00 / Day
12' Aluminum Boat	\$35.00 / day
24' Crew Boat	\$550.00 - 650.00 / day
26' Crew Boat	\$650.00 - 750.00 / day

EFFECTIVE: SEPTEMBER 2025

* ALL RATES ARE SUBJECT TO CHANGE

TERMS & CONDITIONS

ARTICLE 1 - PAYMENT FOR SERVICES

Client agrees to pay DDG for the performance of the services an amount determined as provided in attachments.

DDG shall invoice Client monthly for services performed during the prior month. DDG's invoices are due and payable net (30) thirty days from the date of the invoice. In the event payment is not received within this term, DDG retains the right to stop all work on the project. DDG stopping work does not relieve Client of payment obligations. Interest will accrue on all invoices past due more than thirty days at an interest rate of 1½ percent per month from the thirtieth day on any unpaid balance, plus attorney's fees for collections. Payment of DDG invoices is not to be contingent upon Client receiving funds from any Third-Party Source and Client's reliance on same shall not be deemed as cause for delay of payment beyond the terms herein.

If Client should question any charge on any invoice, Client shall so notify DDG within ten business days of the receipt of the invoice. If the leadership of DDG and Client are unsuccessful at resolving Client's question, then the matter may be addressed as provided in Article 9. In the event Client should question any charge on any invoice as aforesaid, Client shall nonetheless pay all amounts shown on such invoice which are not in dispute.

Reimbursable expenses (such as travel and accommodations, overnight mail and delivery services, special supplies, and other direct project charged incurred on behalf of the Client), and time required beyond the scope of the items described in Attachments A will be billed in accordance DDG's current rate sheet.

Assisting with project filing or correspondence, archiving old projects and general project organization will be billed as a function of the quoted professional services and not require additional fees. Those tasks may include preparation of various reports, transmittals, contracts, and other project related documents, including coordination with DDG staff on tasks, project status, billing, invoicing, accounts receivable and contract amendments.

ARTICLE 2 - TERMINATION

Client may terminate this contract within five days written notice for convenience. Either DDG or Client may terminate this contract for cause if the other party breaches any material provision hereof and does not cure such breach within ten days after receipt of written notice from the non-breaching party.

In the event of any termination of this contract, regardless of the cause of such termination, Client shall remain liable for the payment of all unpaid charges in accordance with the provisions of this contract for services performed prior to the effective date of termination, as well as for costs and expenses incurred and for services rendered in bringing the work to an orderly conclusion (including third party cancellation charges, if any).

ARTICLE 3 - INSURANCE

DDG shall provide, during the period when it is performing services hereunder, the following minimum insurance as applicable to its operations:

1. Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of \$1,000,000.00.
2. Comprehensive General Liability Insurance on standard bureau form with a combined single limit for bodily injury and property damage of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
3. Comprehensive Automobile Liability Insurance (including owned, non-owned and hired automobiles) with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.
4. Professional Liability Insurance with a combined single limit of \$3,000,000 each occurrence and \$5,000,000 aggregate.
5. If requested, DDG shall furnish certificates of insurance to Client evidencing the coverages indicated above. If the Client request to be named as an additional insured, DDG will provide a certificate evidencing the Client as additional insured if the policy allows the request.
6. DDG reserves the right to invoice Client as a reimbursable expense for the cost associated with a request to increase coverage limits for a particular project.

ARTICLE 4 - STANDARD OF CARE

DDG shall perform the services hereunder in accordance with that degree of professionalism, skill and judgment normally exercised by professional firms performing services of a similar nature. No warranties, express or implied, are made or intended by DDG with respect to the performance of services to the Client.

ARTICLE 5 - TECHNICAL DATA

It is understood that certain electronic files may be transferred between DDG and Client as an aid in the exchange of information during the design process. Such electronic files shall not be regarded as the final product. Hard copies of the final, sealed originals of completed drawings shall govern over electronic files.

Copies of all information, data, designs, plans, drawings, and specifications developed by DDG exclusively for the project and supplied or delivered to Client pursuant to this contract shall be the property of DDG. DDG grants Client a license to utilize the technical data for the purpose of the project pursuant to this contract assuming payments to DDG are in accordance with this agreement. The reuse or modification of these documents by the Client or a third party related to the Client without consent of DDG is prohibited. Client shall indemnify and hold DDG harmless from all claims, damages and expenses including attorney's fees, arising out of the Client's reuse without the permission of DDG.

ARTICLE 6 - ADDITIONAL SERVICES

DDG shall be entitled to additional compensation in the event (i) changes occur in services as requested or approved by Client, (ii) delays or changes in Client provided information or inaccuracies or deficiencies therein which affect services, (iii) changes to laws, codes, regulations or any other federal, state or local requirements or the requirements of any authority having authority to issue permits required for the project which affect services, and (iv) acts of God and any other events outside of DDG's reasonable control.

ARTICLE 7 - PROJECT SCHEDULES

Once DDG has received a fully executed contract, DDG will work towards completion of the project on an agreed upon schedule with the Client. It is acknowledged by DDG and Client that the project schedule is dependent upon factors and entities beyond the control of DDG or the Client, therefore, as the project progresses DDG and the Client shall collectively analyze and review the progression of the project. Additional time to complete DDG's task under the contract will be granted when third party decisions warrant additional time. Also, it is acknowledged between DDG and the Client the timeliness of reviews and approvals from permitting and approval authorities having jurisdiction over DDG's work may cause the project schedule to be compromised and DDG cannot be held responsible for this uncontrollable condition. Certain aspects outside of DDG's control may impact the project schedule, and therefore DDG is not guaranteeing or warranting strict compliance with any schedule. DDG and its Client are aware that many factors outside of DDG's control may affect DDG's ability to complete the services to be provided under the Terms and Conditions and that DDG will perform its services with reasonable diligence and expediency consistent with sound professional practices.

ARTICLE 8 – OPINIONS OF PROBABLE COST

DDG acknowledges Client may request DDG to assist with the development of an opinion of probable cost for the project. DDG will utilize experience with other similar projects to develop an opinion of probable cost, however, it shall be understood by Client actual cost to construct the project may vary significantly from DDG's opinion. Factors which may affect this opinion include but are not limited to local market conditions, availability of required material and trades and time of year the project is put out to bid among other potential factors. If the Client requires more assurance as to the actual cost of the project, Client shall consult with a construction estimating specialist.

ARTICLE 9 – DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to good faith meeting between Client and DDG leadership within 15 days of a claim, dispute, etc. If no Agreement is reached, then the parties hereby agree to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the jurisdiction of where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters that are not resolved by mediation shall be the subject to and decided by litigation unless the parties mutually agree otherwise.

ARTICLE 10 - ENTIRE AGREEMENT

This document constitutes the entire agreement between DDG and Client with respect to the services and supersedes all prior written and oral statements, commitments, and undertakings with respect to the services. It is understood and agreed that (a) there are no representations or warranties of any kind except as expressly set forth herein and (b) no waivers or revisions to this contract shall be effective unless made in writing and signed by an authorized representative of each party.

No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and DDG. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project.

ARTICLE 11 - GOVERNING LAW AND SEVERABILITY

This contract shall be governed, administered and interpreted in accordance with the laws of the State of Louisiana, excluding its conflict of law provisions.

If any word, phrase, clause, article, or other provision of this contract is adjudicated or found to be unenforceable, the said word, phrase, clause, article, or other provision shall be deleted or modified, as necessary to render all the remainder of this contract valid and enforceable. All such deletions or modifications shall be the minimum necessary to affect the foregoing.

ARTICLE 12 – LIMITATION OF LIABILITY

Based on the fees of service by DDG and the relative risk and benefits to the Client and DDG, the Client agrees to the following:

1. In recognition of the relative risks and benefits of the project to both the Client and DDG, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the consultant and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DDG and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DDG total fee for services rendered on this project, whichever is lessor. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
2. This shall apply to any claims arising from the Client or anyone associated with the Client due to claims against DDG, including but not limited to for negligence and professional errors and omissions.
3. Under no circumstances shall DDG be liable for lost profits, costs associated with delays in the project due to changed conditions or for cost associated with the means and methods of the contractor or his failure to perform the work in accordance with the construction documents.

ARTICLE 13 – HEADINGS

The headings preceding the text of the several articles hereof are inserted for convenience of reference and shall not constitute part of this contract nor affect its meaning, content, effect, nor be referred to in any interpretation thereof.

ARTICLE 14 – DESCRIPTION OF CLIENT:

The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

ARTICLE 15 – COUNTERPARTS

This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be but one and the same document.

ARTICLE 16 – DDG PERSONNEL RESPONSIBILITY/CONSTRUCTION ACTIVITIES

The following are basic responsibilities of DDG:

(I) DDG shall not have control over, charge of, or responsibility for the contractors' construction means, methods, techniques, sequences, procedures, or safety programs in connection with the construction activities. (II) DDG is not responsible for the contractor's failure to perform the construction activities. (III) DDG shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing construction activities on the project. (iv) DDG cannot reject work performed at the construction site but is obligated to recommend the rejection of poor-quality work to the Owner when condition of said work is reasonably obvious (v) Review of all major material submittals and fabrication shop drawings is for general compliance. The contractor is responsible for compliance with the contract documents despite any submittal review response or comments.

ARTICLE 17– FIELD OBSERVATIONS/SAFETY

If the scope of services in the proposal includes construction field observations, DDG shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and DDG, in order to observe the general progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow DDG to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Should DDG provide construction field observations at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by DDG does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

04 ADDITIONAL DOCUMENTS

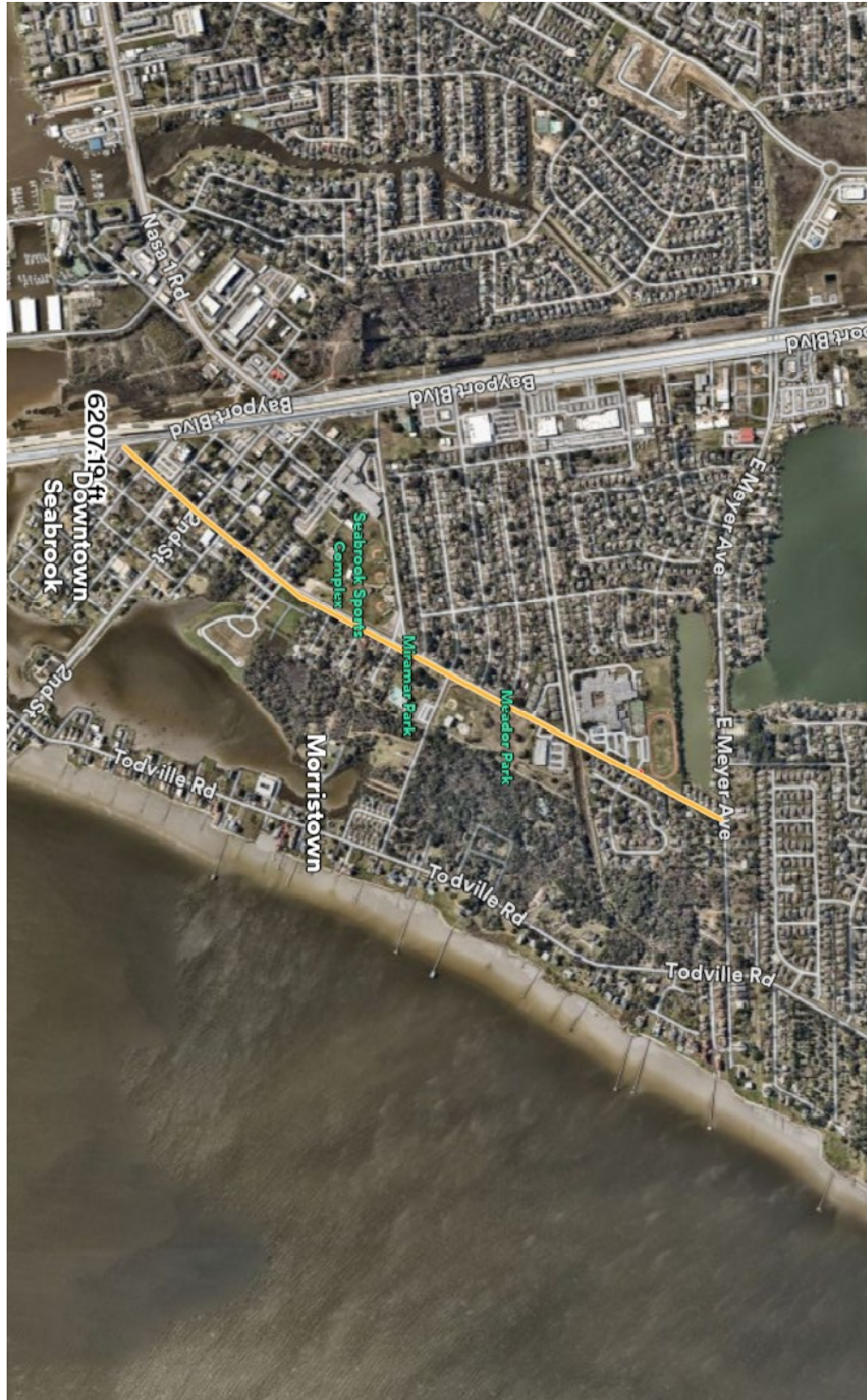


Figure 1: North Meyer Avenue Project Limits



Agenda Briefing

Date of Meeting: January 6, 2026

Responsible Department: Public Works

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area: INFRASTRUCTURE

General Information:

Consider and take all appropriate action on a proposal with Branch Construction Group for CIP D19 for four (4) outfall locations for repair in an amount of \$158,060.00 and authorize the City Manager to execute the proposal and any associated documents.

Executive Summary / Background:

The City of Seabrook solicited a Buy Board proposal for the repair of the stormwater outfall on Breaux Trace and received Council approval at the 12/2/2025 meeting. CIP D19 has four more locations in Phase 1 and staff asked Branch Construction to provide another proposal for the remaining four locations with five outfalls to be replaced. The proposal for the four additional locations is \$158,060.00.

Funding / Fiscal Information:

Fund 35

Supporting Materials Attached:

1. Multi-Site HDPE Drain Pipe & Site Restoration (5 Locations) Proposal - BCG

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommends approval.

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



Project Proposal

Company: City of Seabrook

Name: Jesse Olivo & Brian Craig

Phone: 832-926-3624

Email: jolivo@seabrooktx.gov & BCraig@seabrooktx.gov

Date: 12/15/2025

Reference: Multi-Site HDPE Drain Pipe & Site Restoration (5 Locations)

SO# 3317

TIPS Contract Number 23010401

Project Summary

Branch Construction Group ("BCG") will furnish all labor, equipment, and materials necessary to remove and replace existing HDPE drain pipe at five (5) separate locations. Work includes excavation, pipe installation, backfill, and surface restoration. Select locations also include replacement of an existing wood bulkhead and additional sod restoration.

Work to Include (General – Applies to All Locations Unless Noted)

1. Mobilization & Site Controls

- a. Mobilize crews/equipment to each location.
- b. Maintain safe work zone controls and access during construction.

2. Utility Locate & Protection

- a. Coordinate utility locates (as required) and protect existing utilities and improvements.

3. Excavation, Removal & Installation

- a. Excavate to expose existing pipe and remove designated pipe section(s).
- b. Install new HDPE pipe of the specified diameter and length with required couplings/fittings to tie into existing system.
- c. Place approved bedding (sand/select material) and backfill.

4. Surface Restoration

- a. Restore disturbed areas as required per location (sod, concrete, crushed granite walkway).

5. Cleanup & Haul-Off

Project Proposal

- a. Haul off spoils, demolition debris, and excess material to an approved disposal facility.
- b. Final cleanup and demobilization from each site.

Location-Specific Scope

Location 1 – Sea Ledge Dr.

- Remove and replace **approximately 20 LF of 60-inch HDPE**.
- **Replace wood bulkhead:**
 - Remove existing wood bulkhead components as required.
 - Furnish and install new wood bulkhead (treated lumber and necessary fastening hardware).
- Restore disturbed areas to match existing conditions.

Location 2 – De Four Trce.

- Remove and replace **approximately 40 LF of 36-inch HDPE**.
- **Replace wood bulkhead** (same general approach as Location 1).
- **Additional sod replacement** beyond typical disturbed-area restoration to match existing turf conditions.

Location 3 – Hammer 1

- Remove and replace **approximately 50 LF of 23-inch HDPE**.
- **No wood bulkhead.**
- Restore surfaces:
 - **Replace disturbed concrete** areas impacted by the work.
 - **Replace crushed granite** in the walkway to match existing.

Location 4 – Hammer 2

- Same as Location 3:
 - **Approximately 50 LF of 23-inch HDPE**

Project Proposal

- No wood bulkhead; no dam required
- Replace disturbed concrete and crushed granite walkway as impacted by construction

Location 5 – Library

- Same as Location 3:
 - **Approximately 50 LF of 23-inch HDPE**
 - No wood bulkhead; no dam required
 - Replace disturbed concrete and crushed granite walkway as impacted by construction

Materials (BCG to Provide)

- HDPE pipe and appurtenant couplings/fittings:
 - 60" HDPE (approx. 20 LF)
 - 36" HDPE (approx. 40 LF)
 - 23" HDPE (approx. 150 LF total across Locations 3–5, as listed)
- Bedding material (sand/stabilized bedding as required)
- Select fill for backfill/subgrade restoration
- Sod (including additional sod at De Four Trce.)
- Concrete and related materials for restoration (as required at Locations 3–5)
- Crushed granite for walkway restoration (Locations 3–5)
- Wood bulkhead materials (Locations 1–2): treated lumber and standard fastening hardware
- Standard construction consumables and temporary controls

Assumptions

- Existing subgrade is suitable after removal of unsuitable materials within typical limits.
- Access for mini excavator and backhoe is available without special mats or temporary roads.
- Work hours are standard daytime, non-overtime.
- No hazardous/contaminated soils or groundwater are encountered.

Project Proposal

- Water control using an earthen dam is sufficient; no engineered sheet piling or well-point system required.

Exclusions (Unless Added by Change Order)

- Design/engineering, survey, or as-builts.
- Permitting/fees, environmental testing, or third-party inspections.
- Dewatering systems beyond temporary earthen dam and test ball isolation.
- Rock excavation, jackhammering of concrete beyond defined limits, or removal of unforeseen obstructions.
- Irrigation repairs outside the immediate disturbed area (if discovered, will be addressed on T&M or change order).
- Tree removal, replacement plantings beyond specified sod, or specialty landscaping.
- Traffic control beyond standard cones/signage (if required by jurisdiction).

Price: \$158,060.00

- **Proposal is valid for 15 days from date of issuance.**
- Delays not caused by Branch Construction Group will be billed at the applicable rate.
- If non-standard working hours are requested additional charges will be applied unless previously agreed on. Definition - Night Work 5:30PM – 7AM or Weekend Work Saturday/Sunday at applicable rate. Pricing does not include boring through rock, compensation for utility conflicts, locating services or delays not caused by Branch Construction Group. See unit pricing below for individual rates and charges.
 - Additional \$3.00/Lf will be charged for boring through rock, shale, slate, and similar materials
 - Mobilization will be billed at \$2.50/mile for boring rig setup if applicable.
 - Mobilization will be billed at \$1.50/mile for workforce mobilization if applicable

Assumptions

- Assumes that private utilities (e.g., sprinklers etc.) are marked by the customer; Branch Construction Group will use reasonable precautions but will not be responsible for damage to unmarked/incorrectly marked utilities.
- Customer responsible for all temporary/permanent fence removal/replacement.
- The job schedule must be mutually agreed upon.



Project Proposal

- The work site will be cleaned by backhoe – will NOT include pressure wash/reclaimed water, street brush, etc.
- Well Point/Pump Systems not included; if necessary, incremental expense to be charged to customer.
- Branch Construction Group is not responsible for engineering drawings, city drawings, or any plans used for construction purposes. If there are errors or omissions and the job cannot be completed – Branch Construction Group will receive payment for work completed.
- All work to be done during normal construction hours (M-F, 7AM-5:30PM)

Terms

- Net 30 Days

Termination

- If the Client terminates this Contract after Branch Construction Group has commenced its work, the Client shall be responsible for the following:
 - The Client shall pay Branch Construction Group the Contract price of the fittings, or specialized materials once production has commenced or the items have been purchased.
 - The Client shall pay Branch Construction Group a 25% restocking fee in the event the job is cancelled because standard fittings have been ordered.
 - The Client shall reimburse Branch Construction Group for all reasonable out-of-pocket mobilization expenses incurred by Branch Construction Group (including travel and transportation costs for Branch Construction Group personnel to the job site and an hourly rate of \$95.00 for each person mobilized by Branch Construction Group if Branch Construction Group has mobilized its personnel or agents in connection with the project.
 - On certain occasions Branch Construction Group can return special or not normal size fittings. However, this will require 70% restocking fee if the job cancels or pipe size changes after fittings are ordered.

Indemnification

- BRANCH CONSTRUCTION GROUP (HEREAFTER "BCG") SHALL INDEMNIFY CLIENT FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF WORK, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF BCG AND THE TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH,



Project Proposal

OR UNDER CLIENT FOR ANY COST, LOSS, LEGAL FEES, OR DAMAGES SHALL NOT EXCEED THE PERCENTAGE SHARE THAT BCG's NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, BCG, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.

- BY WAY OF FURTHER LIMITATION, BCG SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR CONTRACT, AND UNDER NO CIRCUMSTANCES WILL BCG's LIABILITY EXCEED THE PROJECT PROPOSAL PRICE CLIENT PAID BCG FOR THE GOODS OR SERVICES UPON WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Accepted by:

Company Name: _____

Signature: _____

Name Printed: _____

Date: _____



Agenda Briefing

Date of Meeting: January 6, 2026

Responsible Department: Finance

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Task Order 3, Witt O'Briens Professional Services Agreement (PSA) for grant writing services in an amount not to exceed \$40,500.00 for a City application to the U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) Grant.

Executive Summary / Background:

The City of Seabrook is currently advancing its **Livable Centers Study**, which identifies long-term strategies to enhance walkability, safety, economic vitality, and multimodal transportation within the City's core areas. A key priority identified through this effort is the **reconstruction of Main Street from the SH 146 boundary south to Todville Road**.

The U.S. Department of Transportation's **Better Utilizing Investments to Leverage Development (BUILD) Grant Program** provides competitive federal funding for transportation projects, including **planning and preliminary engineering activities**, commonly referred to as a **Preliminary Engineering Report (PRE)**. Funding at this stage would allow the City to refine project scope, evaluate alternatives, develop cost estimates, and position the project for future construction funding.

Pursuing the BUILD Planning grant aligns with Seabrook's long-term mobility, safety, and redevelopment goals and supports implementation of the Livable Centers Study recommendations.

The proposed BUILD grant application would focus on:

- Planning and Preliminary Engineering (PRE) for the **Main Street Reconstruction Project**
- Corridor improvements supporting safety, accessibility, and multimodal use
- Integration of Livable Centers Study concepts into a fundable transportation project
- Development of documentation needed to compete for future federal and state construction funding

To ensure a competitive application, the City has received a proposal from **Witt O'Brien's** to provide professional grant-writing services for the USDOT BUILD Grant. The proposed scope includes project coordination, data review, stakeholder coordination, and preparation of a complete BUILD grant application package. The engagement would be conducted on a time-and-materials basis, not to exceed **\$40,500**, with services concluding prior to the federal application.

- Grant-writing services: **Not to exceed \$40,500**
- Funding source: Existing professional services budget or other eligible funds
- No matching funds are required at this stage for the planning grant application

Award of the BUILD Planning grant would significantly offset future City costs associated with preliminary engineering and project development.

Approval of this item:

- Advances implementation of the Livable Centers Study
- Positions Seabrook competitively for federal transportation funding
- Supports redevelopment and safety improvements along Main Street
- Reduces long-term financial burden on the City by leveraging federal dollars

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

RECOMMENDED ACTION

Funding / Fiscal Information:

Supporting Materials Attached:

1. WOB_Task Order_City of Seabrook_Grant Writing Services_BUILD (1)

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

December 18, 2025

Gayle Cook
City Manager
City of Seabrook
1700 First Street
Seabrook, TX 77586

RE: US Department of Transportation (US DOT) Better Utilizing Investments to Leverage Development (BUILD) Grant Program

Dear City Manager Cook,

Witt O'Brien's is pleased to provide the following scope and pricing information for BUILD grant writing services for the City of Seabrook.

Who is the Team?

Witt O'Brien's senior leadership is at the forefront of national thought leadership, simultaneously addressing multiple federal funding streams. Our Community Service practice utilizes internally developed comprehensive tools, templates, methods, and processes to quickly and effectively implement complex, regulatory-compliant programs. Our integrated program management approach ensures appropriate oversight and coordination of all critical and necessary program functions by all relevant stakeholders.

- Jason Mistlebauer, Project Manager (Grant Writer as needed)
- Ingrid Ault, Grant Writer (Lead)
- Emily Winburn, Grant Writer

What is the Cost?

Proposed Engagement Terms – Grant Writing Services

Given the application deadline of Tuesday, February 24, 2026, Witt O'Brien's proposes an approximately month-and-a-half engagement with the City of Seabrook to support the City's submission to the US DOT BUILD Grant Program. Our fees will be based on the rate schedule below and invoiced on a time-and-materials basis for the work performed by Witt O'Brien's project team, not to exceed (NTE) \$40,500 and/or 240 hours from Friday, January 9, 2026, through Friday, February 27, 2026. The scope includes:

- Project planning and management, including timeline and deliverables established based on grant requirements.
- Review existing grant data and interview/meet with City of Seabrook representatives.
- Grant application development, draft, and final version for submission: write grant application; complete required submission forms; validate project and grant requirements; assemble documentation.

Estimated allocation of hours by position/team member:

- Project Manager: 60 hours x \$225/hr. = \$13,500
- Grant Writer: 180 hours x \$150/hr. = \$27,000

Please note that our previous Task Order 2 from June 16, 2025, to June 30, 2025, for grant writing services for the US DOT's Safe Streets and Roads for All (SS4A) Grant Program was for an NTE amount of \$15,750, but we only billed for \$6,600, or approximately 42% of the NTE. We are traditionally at least 25% below our grant writing services NTE amounts.

The following rate schedule is the same as that in Witt O'Brien's awarded proposal and is included in the executed contract between the City of Seabrook and Witt O'Brien's.

Position	Rate
Project Manager	\$225
Grant Writer	\$150



Agenda Briefing

Date of Meeting: January 6, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: CITY SERVICES

General Information:

Consider and take all appropriate action on approval of a proposal from Honeywell in an amount of \$24,511.81 for a heater unit at the Seabrook Fire Station. This is an unbudgeted item and will require a budget amendment.

Executive Summary / Background:

The City of Seabrook maintains a preventative maintenance and service agreement with Honeywell for heating, ventilation, and air conditioning (HVAC) systems at City facilities, including the Fire Station. During a recent startup of the heating system a critical failure in one of the Fire Station's heater units was identified and is completely unoperable. This issue was not previously evident during routine maintenance visits and did not present itself until the recent start up.

The failed heater unit has reached the end of its useful life (20 years) and can no longer be reliably repaired. Continued operation of the unit poses a risk to maintaining adequate heating conditions within the Fire Station, which is essential for personnel safety, equipment protection, and uninterrupted emergency operations.

Honeywell has submitted a proposal for the replacement of the failed heater unit. Given Honeywell's existing maintenance agreement with the City and their familiarity with the Fire Station's HVAC systems, staff recommends proceeding with this proposal to ensure timely and efficient replacement.

The replacement was not anticipated during the current budget cycle. Should City Council approve this item, staff will prepare a budget amendment against the General Fund for consideration at a subsequent City Council meeting.

Funding / Fiscal Information:

General Fund - Fire Department - Budget Amendment from reserves into the Fire Department Budget

Supporting Materials Attached:

1. HOU RQ==Seabrook FD Reznor Heater Proposal

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Approval of proposal

HOU RQ--Seabrook FD Reznor Heater



Honeywell International
13805 West Rd Suite 500,
Houston, TX, 77041, US

Quote Date: 18-Dec-25

Quote Number: 12461000 , MASTER

Honeywell Professional: ruben rodriguez
(346) 554-3040
ruben.rodriguez@honeywell.com

Site: Seabrook Volunteer Fire Dep Stn 10
1850 E Meyer Ave, HARRIS
Seabrook 77586

Customer: City of Seabrook
1700 First St, HARRIS
Seabrook 77586

OVERVIEW OF SCOPE

Provide equipment, lift and labor to replace Reznor heater at Seabrook Fire Department.

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Additional parts and labor chargeable.
- Work to be carried out during normal working hours.
- This quote is subject to Honeywell's standard terms and conditions.

PRICE

QUOTE SUBTOTAL (USD) \$ 24,511.81

THIS QUOTATION is valid for 30 days.
Sales Tax is not included in the price and will be charged at actuals.
Use tax, if applicable, will be invoiced separately
Currency: USD

BILLING TERMS

MILESTONE NUMBER	MILESTONE DESCRIPTION	MILESTONE PERCENTAGE
Milestone 1	Full value (100%) billed at receipt of customer purchase order	100

Terms and Conditions

This quote is valid for 30 days from the date of issuance and is subject to Honeywell's Terms and Conditions of Projects and Services, available at hwl.co/balegal, as well as any software terms available at hwl.co/eula.

This quote and the pricing herein excludes additional taxes, tariffs, and duties, which shall be calculated and added at the time of invoicing.

To accept this proposal, simply sign this document and return together with an official purchase order to the email address noted above. By accepting this quotation, you are aware of and agree with the above reference Terms and Conditions and the proposed system modification(s) and agree that any terms and conditions referenced in any purchase order will be considered null and void.

Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____



Agenda Briefing

Date of Meeting: January 6, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area: CITY SERVICES

General Information:

Consider and take all appropriate action on the approval of the purchase of new Court and Council Chambers seating from National Business Furniture through the purchasing cooperative Buyboard for an amount of \$22,235.71 from the Public Educational and Governmental (PEG) Fund.

Executive Summary / Background:

The Council Chambers serves as the primary location for public meetings, city presentations, committees and boards and recordings that support the City's PEG access channel. The current chairs in the chamber are worn and over 20 years old.

The PEG fund was established to receive franchise proceeds collected from cable and video service providers for PEG related capital one time purchases. Municipal PEG funds are typically dedicated to capital expenditures that support the PEG channel and associated facilities, equipment and furnishings.

Funding / Fiscal Information:

Supporting Materials Attached:

1. QA571266v2
2. Chair Exhibit

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



Quote # QA571266 (v2)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349

Ship-To Address *rhowton@seabrooktx.gov*

REBECCA HOWTON
PURCHASING COORDINATOR
CITY OF SEABROOK
1700 1ST ST
SEABROOK, TX 77586
(281) 291-5671

Source: OS0007
Cat: 86-C
Cust#: BT4322

Bill-To Address *orangepayables@firestoneorange.com*

ACCOUNTS PAYABLE
ACCOUNTING DEPT
CITY OF SEABROOK
1700 1ST ST
SEABROOK, TX 77586
(281) 291-5732
(409) 924-4750

Source: OS0007
Cat: 86-C
Cust#: AR7611

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
ALSCUST	3	TUCK DOLLY -35	NA	2-4 Wks	\$242.34	\$218.34	\$655.01
ALSCUST	75	TUCK GUEST STACKER	BLACK MESH/CHARCOAL SEAT/BLK FRAME	2-4 Wks	\$297.91	\$268.41	\$20,130.70

Important Information:

Customer: Your local sales associate is Mary Chatman

YOUR ORDER IS MADE-TO-ORDER AND NON-RETURNABLE.

In the event of any problems at the time of installation, you may reserve the final 10% of the balance until resolution. After resolution, the final balance will be due within 1 week of completion of the work.

BUYBOARD CONTRACT NO. 767-25. SCHOOL, OFFICE, SCIENCE, LIBRARY AND DORMITORY FURNITURE

FOB destination pricing is quoted, the delivery cost is included in the cost of each item

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 15 days from 12/17/2025, with the exception of dated sales and promos.

Merchandise	\$24,520.21
Total Discount	2,284.50
Merchandise Subtotal	22,235.71
Shipping	0.00
Installation	1,450.00
Subtotal	22,235.71
Total Tax	0.00
Order Total	\$22,235.71

Customer PO#:

Quoted By: MARY CHATMAN Ext: On: 12/17/25

Page 1



Quote # QA571266 (v2)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349

Ship-To Address *rhowton@seabrooktx.gov*

REBECCA HOWTON
PURCHASING COORDINATOR
CITY OF SEABROOK
1700 1ST ST
SEABROOK, TX 77586
(281) 291-5671

Source: OS0007
Cat: 86-C
Cust#: BT4322

Bill-To Address *orangepayables@firestoneorange.com*

ACCOUNTS PAYABLE
ACCOUNTING DEPT
CITY OF SEABROOK
1700 1ST ST
SEABROOK, TX 77586
(281) 291-5732
(409) 924-4750

Source: OS0007
Cat: 86-C
Cust#: AR7611

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
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Important Information:

<https://www.nationalbusinessfurniture.com/terms-and-conditions>

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Need a copy of our W-9? Please visit our website at:
<https://www.nbf.com/w9>

Merchandise	\$24,520.21
Total Discount	2,284.50
Merchandise Subtotal	22,235.71
Shipping	0.00
Installation	1,450.00
Subtotal	22,235.71
Total Tax	0.00
Order Total	\$22,235.71

Customer PO#:	Quoted By: MARY CHATMAN	Ext:	On: 12/17/25	Page 2	Order Total	\$22,235.71
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January 2026

January 2026							February 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	4	5	6	7	8	9	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 28	29	30	31	Jan 1, 26 9:00am Ensure Received Publication Affidavits From Last Month	2	3
4	5 11:00am Quarterly audit of minutes for all boards and commissions	6 10:00am Elections Communications Meeting (Conference 5:00pm Unlock Door - Council Meeting (Council) - Gayle	7	8 12:00pm Council Agenda Item Deadline - Rachel Lewis	9	10
11	12	13 Community Shred (Conference Room Downstairs) - Rachel Le 2:00pm Staff Meeting (City Hall Upstairs Conference Room) - Gayle Cook	14 6:00pm GCMCA Meeting- Hosted by City of League City (The Ballpark at League City (1150	15 4:30pm Oath of Office for BOA/BSC Appointment/Reappo intment (City Hall Downstairs Conference Room -	16 10:00am TCCFUI Meeting (Microsoft Teams Meeting) - David Johnson	17
18	19	20 5:30pm Oath of Office for BOA/BSC Appointment (City Hall - Conference 6:00pm Council Meeting - Amanda Morales	21	22 12:00pm Council Agenda Item Deadline - Rachel Lewis	23	24
25	26	27 2:00pm Staff Meeting (City Hall Upstairs Conference Room) - Gayle Cook	28	29	30	31

February 2026

February 2026							March 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
							29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 1 9:00am Ensure Received Publication Affidavits From Last Month	2	3	4	5	6	7
8	9	10 2:00pm Staff Meeting (City Hall Upstairs Conference Room) - Gayle Cook	11	12	13	14
15	16	17 6:00pm Council Meeting - Amanda Morales	18	19	20 10:00am TCCFUI Meeting (Microsoft Teams Meeting) - David Johnson	21
22	23	24 2:00pm Staff Meeting (City Hall Upstairs Conference Room) - Gayle Cook	25	26	27	28