



**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF MEETING
THURSDAY, SEPTEMBER 10, 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 ECONOMIC DEVELOPMENT CORPORATION WILL MEET ON **THURSDAY, SEPTEMBER 10, 2026 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE ITEMS LISTED BELOW. **ALTHOUGH THIS IS NOT A SEABROOK CITY COUNCIL MEETING, MEMBERS OF THIS BODY MAY ATTEND AND A QUORUM OF THIS BODY MAY BE PRESENT.**

1. PRESENTATIONS

1.1 Presentation by DaVinci's. *Tiffany Schwertner*

1.2 Presentation by Economic Alliance.

2. 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 Board members, 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

3. CONSENT AGENDA

3.1 Consider and take all appropriate action on the approval of the minutes from the August 13, 2026 regular EDC meeting.

4. EXECUTIVE SESSION

4.1 Conduct a Closed Session pursuant to Texas Government Code Section 551.087 Economic Development Negotiations to discuss DaVinci's, pursuant to Texas Government Code Section 551.072 Deliberation Regarding Real Property, and pursuant to Section 551.071 Consultation with Attorney on matters in which the City Attorney has a duty to advise the Economic Development Corporation Board in closed executive session.

5. OPEN SESSION

5.1 The Economic Development Corporation will reconvene into open session to allow for possible action on the agenda items listed under "Executive Session".

6. NEW BUSINESS

6.1 Consider and take all appropriate action on the replacement, upgrade, and enhancement of citywide directional signs by National Sign Plazas, Inc., in the amount not to exceed \$20,500. *Rick Guerrero, Director of Economic Development*

6.2 Consider and take all appropriate action on a business incentive application filed by DaVinci's to assist with a Commercial Facade project for a wine bar located at 2900 E. Nasa Parkway, Suite 250 in the amount not to exceed \$13,000.

7. OLD BUSINESS

7.1 Consider and take all possible action to Terminate the Performance Agreement between the Seabrook Economic Development Corporation and Seabrook Plaza One, LP for an economic development grant not to exceed two million dollars (\$2,000,000.00).

8. ROUTINE BUSINESS

8.1 Update by EDC Director on monthly reporting and activities.

8.2 Establish future meeting dates and agenda items.

THE EDC BOARD 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, AND VERNON'S TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN ONE OR MORE OF THE FOLLOWING SECTIONS: SECTION 551.071, CONSULTATION WITH ATTORNEY; SECTION 551.072, REAL PROPERTY; SECTION 551.073, DELIBERATION REGARDING A PROSPECTIVE GIFT; SECTION 551.074, PERSONNEL MATTERS; SECTION 551.076, SECURITY DEVICES; AND SECTION 551.087, ECONOMIC DEVELOPMENT) 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 Wednesday, September 2, 2026 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Ranya Botros,
Community & Economic Development Coordinator

DaVinci's

2900 E. Nasa Pkwy, #250
Seabrook, TX 77586

EDC Incentive Funding Request

September 10, 2026



GOURMET
CHEESE



RETAIL
WINE



TASTINGS
AND EVENTS

What is DaVinci's?

A boutique wine lounge and retail shop offering:

Curated wine.
Premium hospitality.
Integrated retail.

Products and Services

- Curated retail wine selection
- Curated retail craft beer selection
- On-premise wine tasting
- Ticketed educational events
- Limited food pairings
- Wine Membership
- Private events



Local demographics support a premium hospitality concept

DaVinci's draws from the surrounding coastal corridor, giving the concept access to a substantially large affluent customer base.



Sources: U.S. Census Bureau / ACS and local demographic sources for Seabrook, League City, Kemah and Clear Lake.

EXPANSIVE CONSUMER POOL

412,746

5 MILE POPULATION

The location taps into a massive regional audience within a five-mile span

AFFLUENT DEMOGRAPHICS

~\$129,223

AVG. HOUSEHOLD INCOME WITHIN 1 MILE

The immediate one-mile radius is backed by highly lucrative purchasing power

HIGH VISIBILITY CORRIDOR

20,126+

VEHICLES/DAY ON E. NASA PARKWAY

Strategically positioned near heavy-hitting anchors; NASA, Healthcare, Marina, Hotels

The investment is projected to be recovered within 3 months of operation

PROJECTED REVENUE + SALES TAX

YEAR	REVENUE	TAXABLE SALES	SALES TAX*
Y1	\$655K	\$637K	\$52.5K
Y2	\$728K	\$710K	\$58.5K
Y3	\$797K	\$779K	\$64.2K
Y4	\$860K	\$842K	\$69.4K
Y5	\$913K	\$895K	\$73.8K

LOCAL ECONOMIC
IMPACT

\$318.74K

5 YEAR CUMULATIVE SALES TAX

~2.74mon

PAYBACK PERIOD

$\$12,000 / (\$52,580 / 12)$

5-7

LOCAL JOBS

Tax projection excludes yearly private event space rental revenue.

*Modeled at a 8.25% tax rate (6.25% state + 2% local), subject to actual taxable sales mix.

Commercial Storefront and Exterior Improvements

The cost below are projected budget allowances.

1. ONE FRONT COMMERCIAL GLASS ENTRY DOOR (\$1,340)

Replacement of existing damaged primary storefront entry door.

2. ONE REAR COMMERCIAL EXIT DOOR + PANIC HARDWARE (\$1,436)

Replacement of existing damaged rear exit door to include new panic/exit device with commercial closer.

3. ONE EXTERIOR STORE FRONT SIGN (\$8,145)

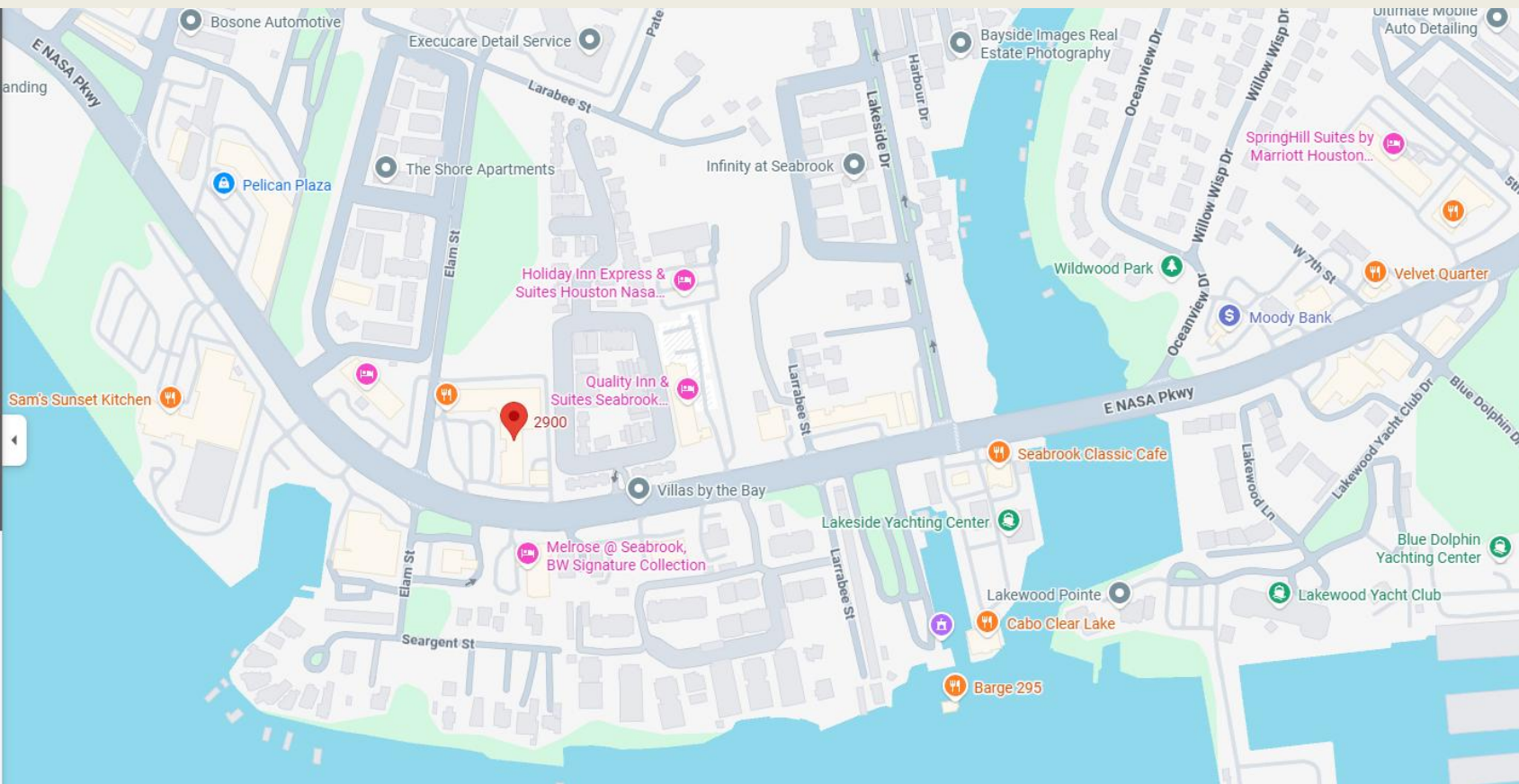
Fabrication and installation of exterior business storefront identification sign.

TOTAL INCENTIVE REQUEST
\$10,921



DaVinci's is built for Seabrook's next chapter

A direct fit with the City's adopted commercial and economic development priorities.



UNIQUE COMMERCIAL

Attract unique commercial development and expand the local business mix.

WATERFRONT DESTINATION

Support destination activity with the best use of waterfront opportunities.

LOCAL BUSINESS

Advance the EDC priority of supporting existing local businesses and industries.

COMMUNITY CHARACTER

Support Seabrook's small town identity, quality of life and cohesive design.

The concept is intended to become a defining feature of its location, creating a destination that draws repeat traffic, strengthens neighboring businesses, and contributes positively to the overall community.

DAVINCI'S

— WINE LOUNGE —

Designed to become a neighborhood destination

- Locally operated
- Supports Seabrook's long term growth
- Complementary to the existing hospitality environment
- Economically productive

REQUEST

INCENTIVE FUNDING

For a wine focused lounge and retail use at
2900 E. NASA Parkway, Suite 250
Seabrook, TX 77586

Seabrook EDC – Sept 10, 2026



Economic Alliance Houston Port Region

Powering Global Commerce and Regional Growth.

We exist to market and grow a vibrant regional economy.

Established March 31, 2004

Maximizing economic
opportunities.

Supporting policy that promotes
a stable business climate.

LEAD BY 5 STRATEGIC INITIATIVES



COMPETING FOR CAPITAL INVESTMENT ON A GLOBAL STAGE

	Initiative	Activities	Outcomes
	Insights	Identify Gulf Coast industry trends	Information sharing.
	Policy	Regional advocacy alignment	Regulatory stability and de-risked planning.
	Infrastructure	TxDOT project consensus	Efficient supply chain logistics and mobility.
	Workforce	Close the skilled worker gap	Guaranteed talent pipeline and operational scaling.
	Quality of Life	Community enhancement	High talent retention and community goodwill.

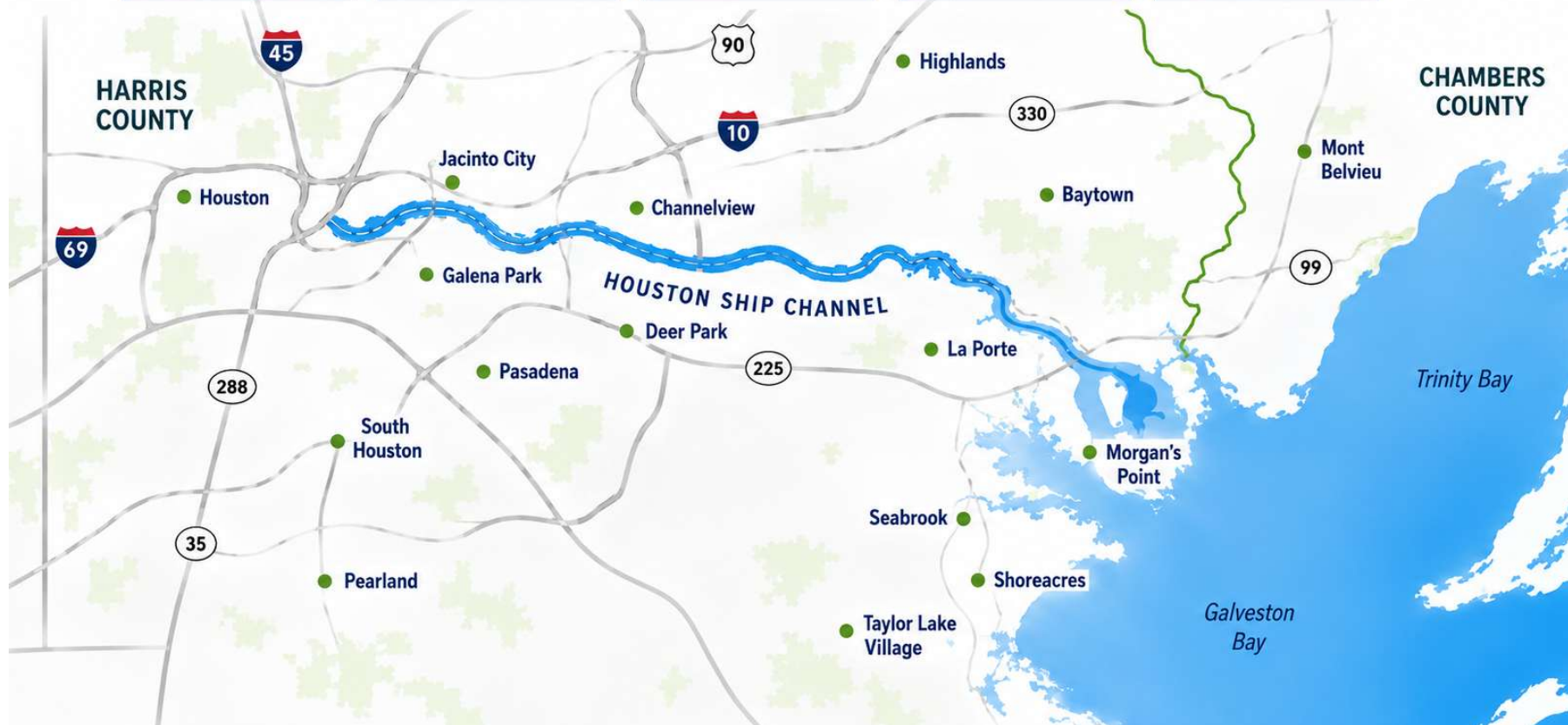
200+
Private
Sector
Members

13 Cities /
Communities

Port
Houston

Harris
County

Chambers
County



GOVERNED BY INDUSTRY LEADERS



Chair

Charles Neal
Kuraray America, Inc.



Treasurer

Christian Bionat
San Jacinto College



Secretary

Steve Cote
Brady, Chapman, Holland,
& Associates



Vice Chair

Ryan Sitton



Vice Chair

John Moseley



Vice Chair

Glenn Hayes



Vice Chair

Arienne Brent





HOUSTON PORT REGION

Impacts
Port Activity
Exports & Imports
Port Investments

A Baseline of Global Influence



World's Largest
Petrochemical Complex



Nation's Busiest Port



#1 Energy Port in the U.S.



Accounts for 20% of Texas GDP

1.8M

~~1.54~~
MILLION

JOBS IN TEXAS

3.5M

~~3.37~~
MILLION

JOBS NATIONWIDE

\$540B

~~\$439~~
BILLION

ECONOMIC IMPACT
IN TEXAS

\$1 Trillion

~~\$906~~
BILLION

ECONOMIC IMPACT
ACROSS THE U.S.

The Fastest Growing Container Port in the United States

The Growth Ledger

Port Name	2015 TEUs	2024 TEUs	% Change	CAGR
Houston	1.76M	3.31M	88%	6.50%
Savannah	2.82M	3.96M	40%	3.40%
Norfolk	1.97M	2.51M	28%	2.50%
New York	4.54M	5.59M	23%	2.10%



4.2M

Total TEUs handled in 2024

73%

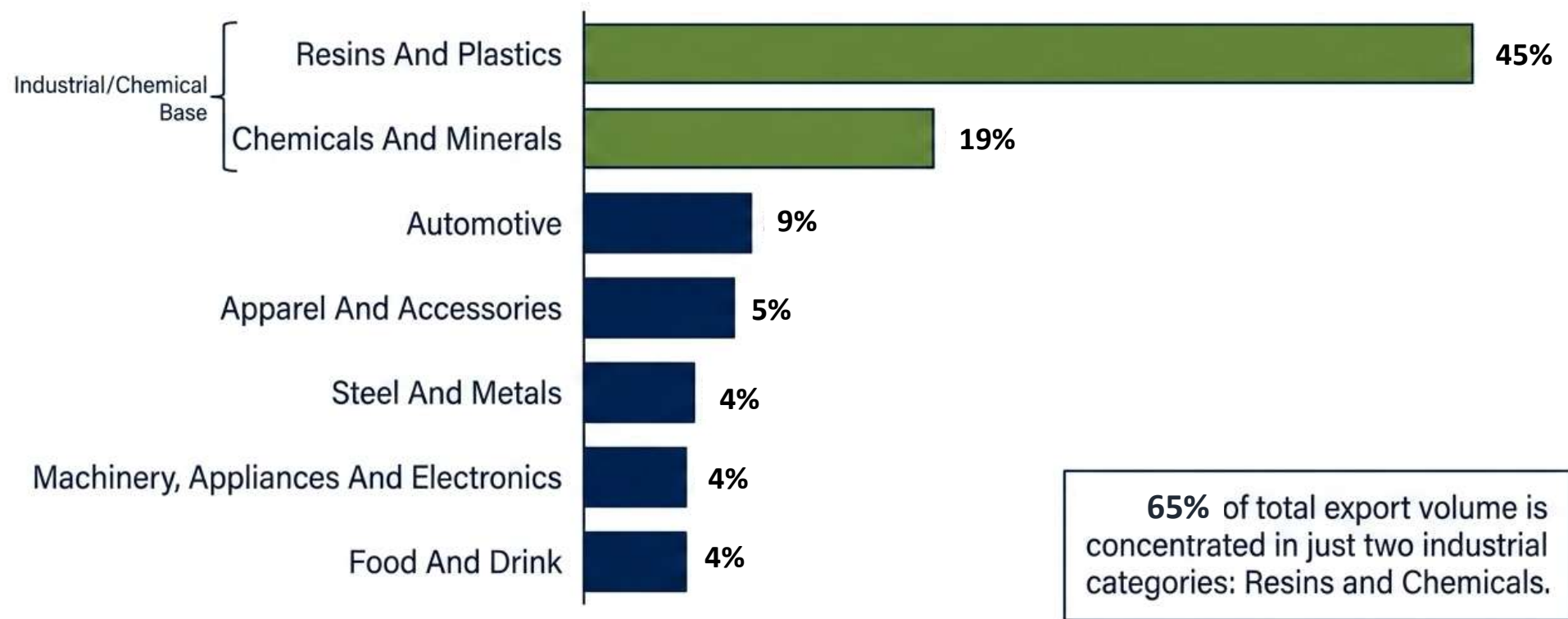
Market share of all U.S. Gulf Coast container traffic

97%

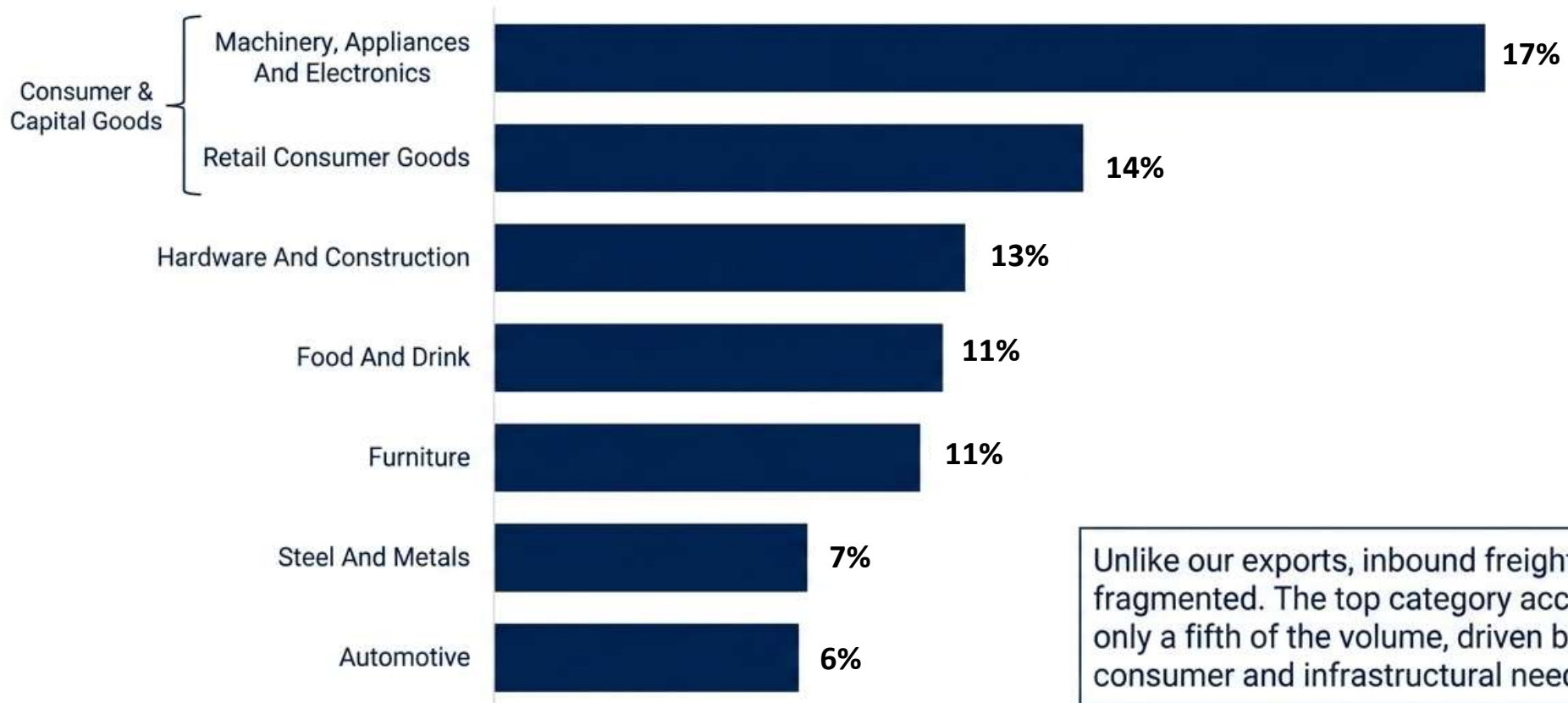
Market share of all Texas container traffic

Insight: Growing 2x as fast as the #2 ranked U.S. port.

Industrial output completely dominates the export ledger



A highly diversified intake of finished goods



Unlike our exports, inbound freight is highly fragmented. The top category accounts for only a fifth of the volume, driven by broad consumer and infrastructural needs.

7M+ TEUs

Strategic Horizon

Development of a potential 3rd Terminal will unlock capacity, growing total container volume to over 7 Million TEUs.



ECONOMIC DEVELOPMENT

Services

Historical Wins

Wins 2026

Project Pipeline

Lead Generation

Investment Outlooks

ECONOMIC DEVELOPMENT SERVICES



Data & Sourcing

Real Estate & Data
Access



Regulatory Mazes

Evaluating Incentives &
Permitting



Project Roadblocks

Mobilizing Allies & Resolving
Issues

SUPPORTING INVESTMENTS



87

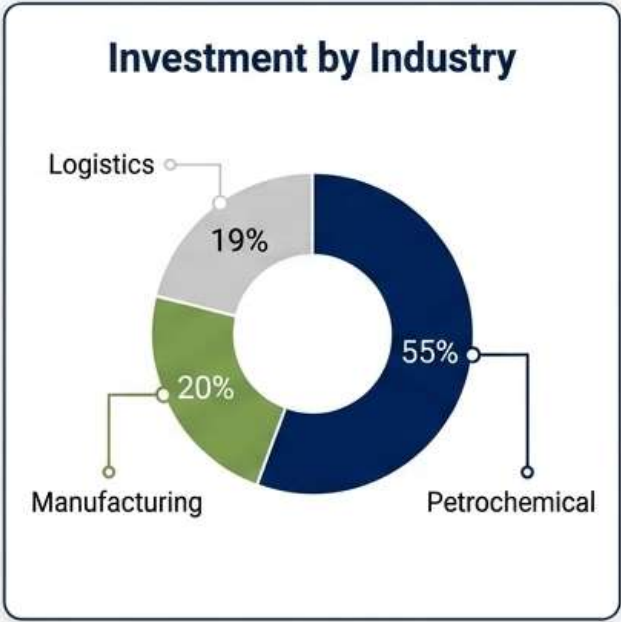
Project Wins (Avg 5 per year)

\$19.5B

Total Capital Investment

4,725

Total Jobs Created



WINS 2026



		Marathon / ONEOK
The Project	455-megawatt natural gas facility at Greens Bayou. Online 2028.	400k bpd LPG export terminal in Texas City. Online 2028.
Capital Expenditure	\$617M	\$1.4B
Job Creation	200 Construction Jobs / 14 Permanent Jobs	1,200 Construction Jobs
Economic Alliance Intervention	Brokered critical Galena Park ISD Letter of Intent to successfully unlock state JETI funding.	Secured bi-directional pipeline meetings with Baytown and Mont Belvieu to push investment forward.

WINS 2026



- **\$617M Capital Investment**
- **200 Construction Jobs - 14 Permanent Jobs Created**
- **A new 455-megawatt natural gas facility at the current Greens Bayou power plant – online 2028**
- **Designated as a qualified project under the Texas Jobs, Energy, Technology, and Innovation (JETI) program.**
- **Texas Energy Fund** loan agreement between NRG and the Public Utility Commission of Texas/20-year loan up to \$370 million, or 60% of total cost, at a 3% interest rate.
- **Will add more power to Texas' energy infrastructure and meet energy needs of Texas homes and businesses**

ECONOMIC ALLIANCE SUPPORT



Request: Letter of Intent/Moonshot

CC

Chad Carson

To

Ben B Pape;

SRodriguez1@galenaparkisd.com;

Chad Burke

You forwarded this message on 2/18/2026 7:00 AM.

Kroll - Project Moonshot LOI - GPISD - 7.16.2024.docx

42 KB



RE: Project Moonshot - Galena Park ISD

SA

Schum, Anthony <Anthony.Schur>

To

Chad Carson;

Chad Burke

Cc

Denison, David;

Yang, Sandra;

Beceiro, Jose

You forwarded this message on 2/18/2026 6:59 AM.

Ben,

In discussing next steps with the Kroll folks/Project Moonshot it was determined a **non-binding Letter of Intent (LOI)** supporting the JETI application would be helpful to indicate a path forward to their client.

Could you assess this request with the Superintendent and GPISD board? Attached is an LOI template drafted for GPISD edit as needed but I thought it would be a quick start if included.

Considering the project development timeline, Kroll has indicated they would like to receive the LOI as soon as possible their client to move forward with the JETI application submission.

If need be, I can broker a meeting with Tony Schum and team. CHAD



Chad C,
I echo @Denison, David's sentiments. Big thanks for getting us this support and advocating for us with GPISD! We're getting closer to JETI submittal on TH Wharton, followed closely by Greens Bayou and Cedar Bayou. Have a great weekend and we'll touch base again next week!

Best,
- Tony

Tony Schum
Director, Site Selection & Incentives Advisory
T +1 512 671 5509
M +1 512 296 7342
Duff & Phelps, LLC
919 Congress Avenue
Suite 1450
Austin, TX 78701
tony.schum@duffandphelps.com
www.kroll.com



GP_Letter of Intent/Moonshot

CC

Chad Carson

To

Schum, Anthony;

Denison, David;

Beceiro, Jose;

Yang, Sandra

Cc

Chad Burke

You forwarded this message on 8/14/2024 10:02 AM.

Letter of Intent Kroll - Project Moonshot.pdf

394 KB

Tony,

See the attached signed **Letter of Intent** from Galena Park ISD. CHAD

WINS 2026

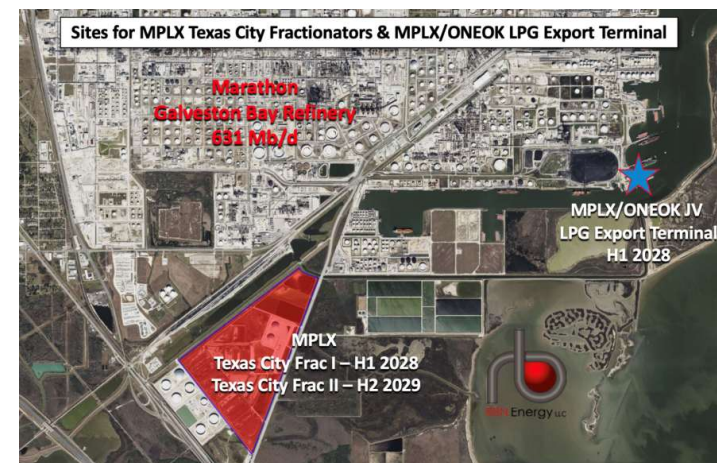
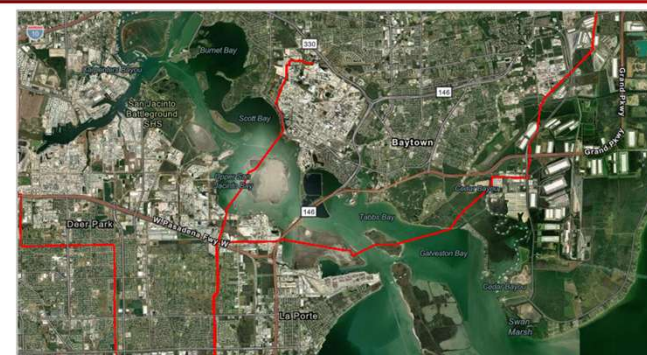


Marathon/MPLX and ONEOK will jointly construct and operate an LPG terminal.

- The Joint Venture will create the **Texas City Logistics liquified petroleum gas export terminal**.
- 400,000-barrel per day (bpd) capacity **fed by a 24-inch pipeline from a storage facility in Mont Belvieu, Texas.**
- ONEOK and Marathon are expected to invest approximately \$700 million each for a total project cost of **\$1.4 billion.**
- Marathon estimates the build-out phase **to support about 1,200 construction**
- **Completion in 2028** - Day-to-day operation of the terminal will be under the purview of Marathon.



Marathon Pipe Line System SE Texas



ECONOMIC ALLIANCE SUPPORT



RE: Pipeline Project Meeting and Introduction - Marathon - Messa...

File Message Help Acrobat

RE: Pipeline Project Meeting

Valerie.Torres <Valerie.Torres@cityofbaytown.com>

To Chad Burke; Dubiel, Natalie; Jason.Reynolds

Hello,

I hope this message finds you well. My name is Valerie and I am the Executive Assistant for the City Manager. I'll be assisting in coordinating a date and time for this meeting. Let me know if either of these meeting dates work.

- Monday, November 10th from 1:30 PM – 2:30 PM
- Wednesday, November 12th from 1:30 PM – 2:30 PM

Thank you,

Valerie Torres
Executive Assistant
City Manager's Office | City of Baytown
2401 Market Street, Baytown, Texas 77520
Office: 281-420-6500 Ext. 6500
[Check out the latest Baytown Voice magazine!](#)

From: Chad Burke <chad@allianceportregion.com>

Sent: Monday, October 27, 2025 2:59 PM

RE: [EXTERNAL] RE: Meeting Request - Marathon Petro...

File Message Help Acrobat Tell me what you want to do

RE: [EXTERNAL] RE: Meeting Request - Marathon Petroleum Project

Brian Winningham <BWinningham@montbelvieu.net>

To Chad Burke; Allison Dunning

Chad / Kailyn- Thank you for the information. We will set a meeting for Tuesday, February 18, 2026 at 2:00 PM.

Brian

Brian Winningham
City Manager
Office: (281) 576-2213 x200
Cell: (346) 548-0285
bwinningham@montbelvieu.net
11607 Eagle Drive
Mont Belvieu, TX 77580
www.montbelvieu.net

Meeting: Marathon Petroleum Project

Allison Dunning <adunning@montbelvieu.net>

Required Chad Carson; Andy Rodgers; Kenneth Barnadyn; Francisco Carrillo; Kailyn Gonzales; Dubiel, Natalie; Chad Burke; Brian Winningham

Accept

Tentative

Decline

Tue 2/10/2026 1:30 PM

Wednesday, February 18, 2026 2:00 PM-3:00 PM

City Hall: 1 Town Center Blvd, Mont Belvieu TX 77535 (San Jacinto Room, 2nd Floor)

1 PM

2 PM

Meeting: Marathon Petroleum Project

City Hall: 1 Town Center Blvd, Mont Belvieu TX 77535 (San Jacinto Room, 2nd Floor)

Allison Dunning

Purpose: to introduce Marathon and MPLX and to give a high-level overview of our new pipeline project that terminates in Mont Belvieu.

- Set Meetings with Baytown and Mont Belvieu to discuss a bi-directional flow pipeline
- Currently in the permitting process for this pipeline
- Moving the investment along was the main purpose for seeking this contact with the cities

PROJECT PIPELINE

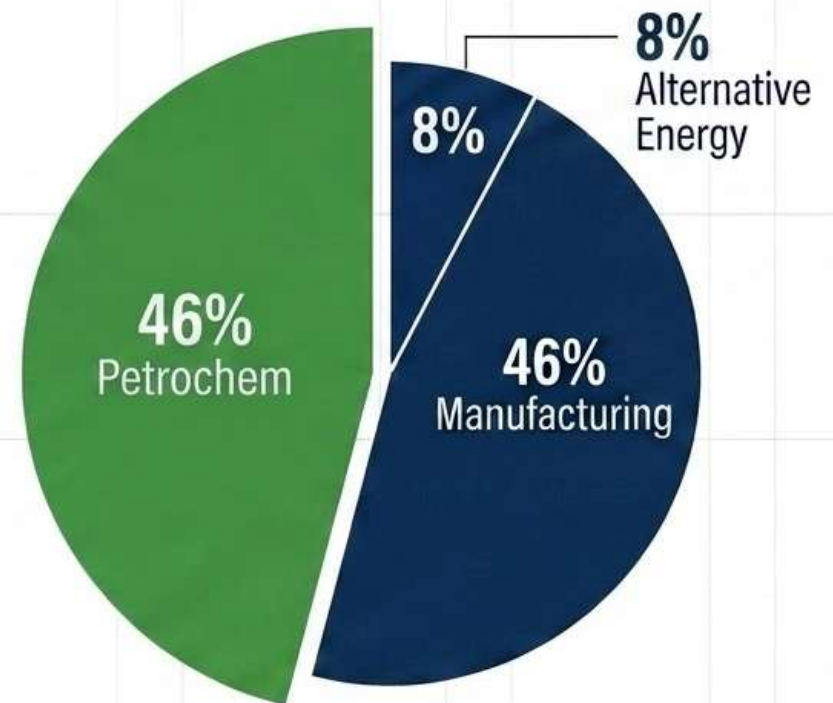


16
PROJECTS

\$3.8B
CAP EX

2,220
NEW JOBS

Portfolio Composition



National Site Selectors Fam Tour

Welcoming the nation's premier location advisory and economic consulting firms.



INVESTMENT TARGETS OUTLOOKS



Bio-Based & Biotech

- Several Bio Jet Fuel projects actively in regional pipeline.
- San Jac Bio Manufacturing commitments for workforce.
- Regional biotech projects supported by GHP and Eli Lilly.



HOUSTON CCS ALLIANCE

Carbon Capture (CCS)

- Project Pine serving as a core regional CCS Hub.
- Substantial progress on State of TX primacy permit.



Energy & Power

- Upgrades to existing facilities via Project Moonshot.
- Reliable, dispatchable natural gas generation support.
- Backed programmatically by the Texas Energy Fund.



Port & Channel

- Project 11: \$1B active Ship Channel expansion.
- Container volume doubled from 2M to 4M TEUs in 5 years.
- Studying 3rd terminal for maritime/logistics growth.

Petrochemical: Several projects in the pipeline are currently on hold but not canceled.

Shipbuilding: Davie Defense has established a new shipbuilding location in Galveston.



STRATEGIC INITIATIVES

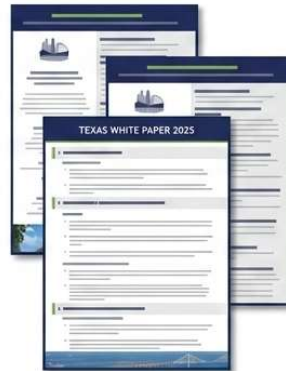
State & Federal Policy
Transportation Infrastructure
Marketing Career Paths
Thought Leadership

PRIORITIES FOR GROWTH



89th Texas Legislative Priorities

1. Reliable Energy
2. Port Houston
3. Critical Infrastructure
4. Workforce
5. Econ Dev Tools
6. Autonomy
7. Carbon Capture



Federal White Paper 2025

Leadership Team of 40 executing 34 meetings with Senate & Congressional representatives to secure infrastructure funding.



TEXAS HOUSE SPEAKER DUSTIN BURROWS INFRASTRUCTURE ROUNDTABLE



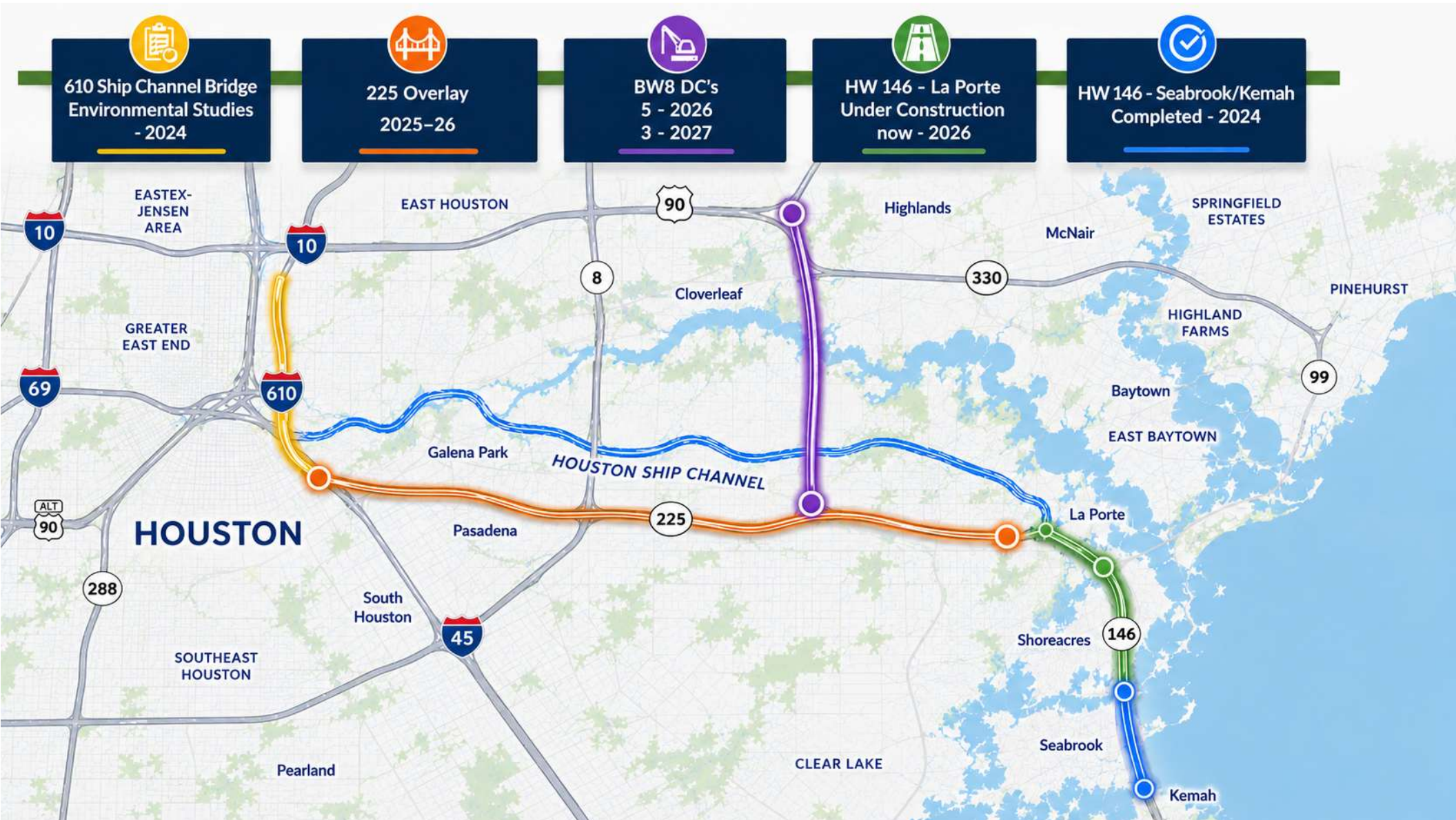
**610 Ship Channel Bridge
Environmental Studies - 2024**

225 Overlay – 2025-26

**BW8 DC's
5 - 2026
3 - 2027**

**HW 146 - La Porte
Under Construction now - 2026**

**HW 146 - Seabrook/Kemah
Completed - 2024**



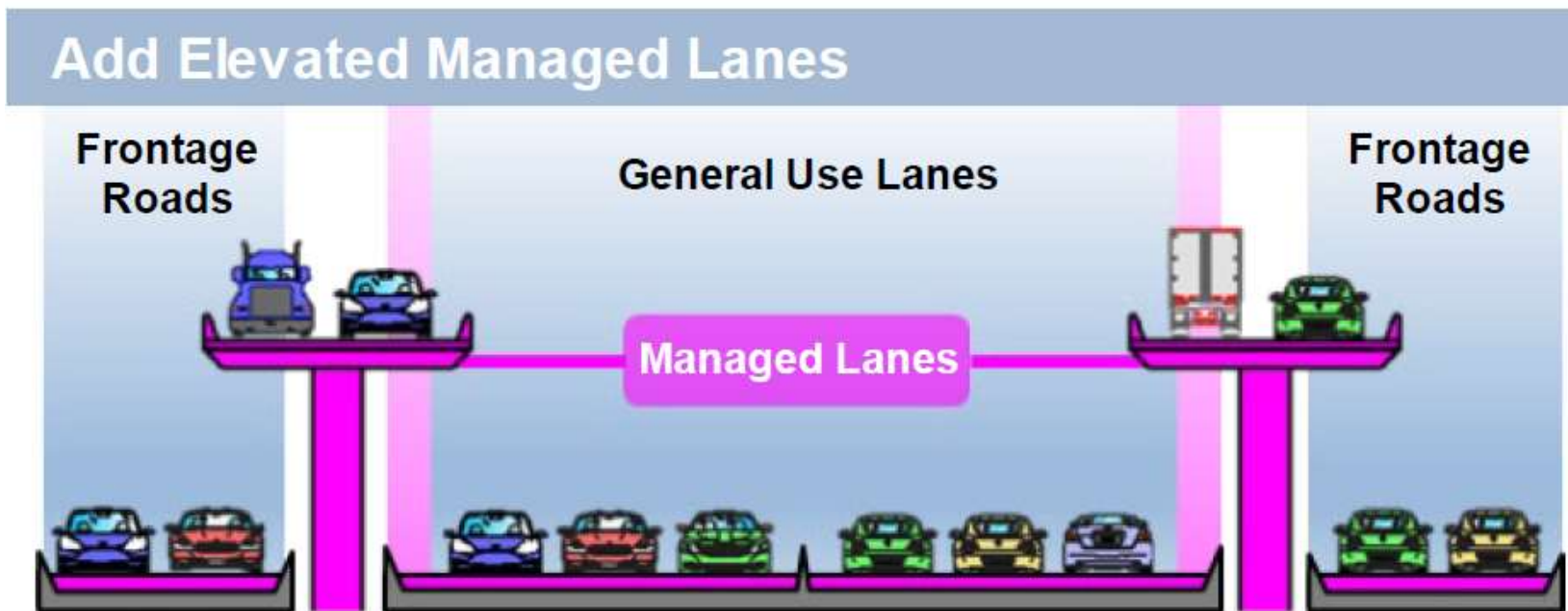
TRANSPORTATION PROGRESS & MOMENTUM



Completed (2024)		Active & Near-Term (2025-2026)		Future Horizons (2027+)	
HW 146 (Seabrook/Kemah)	✓	225 Overlay		BW8 Direct Connectors (3 in '27)	
		HW 146 (La Porte) - Under Construction		610 Ship Channel Bridge Environmental Studies	
		BW8 Direct Connectors (5 in '26)		SH 225-610 PEL Study Expansion	

STRATEGIC INTENT: FOCUSED ON: MOVEMENT OF FREIGHT & CARGO | UPGRADES TO INFRASTRUCTURE | EVACUATION ROUTES.

SH 225 - 610 PEL Study Expansion



**Elevated managed lanes could be in the center or between the frontage road and general use lanes.*

MARKETING CAREER PATHS



TURNING INDUSTRY NEEDS INTO
ECONOMIC OPPORTUNITY



Educational Outreach

The Impact Dashboard

57

ISD Presentations
(2025)

4,000

Students & Influencers
Reached (2025)

103

Industry Volunteers
Deployed

The Decade Metric

Total Reach: 58,000

Students & Influencers engaged
between 2016 - 2025.

NotebookLM

Events & Networking Opportunities



9 Major Events

3.2K Total Attendees

360 Average Attendance Per Event



ECONOMIC FORECAST
-MARCH



INDUSTRIAL PROCUREMENT
FORUM - JUNE



ANNUAL MEMBERSHIP
BANQUET



WOMEN'S LEADERSHIP
LUNCHEON - MARCH



WOMEN'S LEADERSHIP
LUNCHEON - JULY

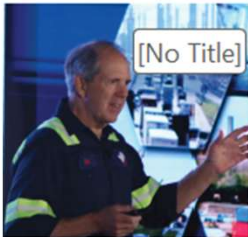


WOMEN'S LEADERSHIP
LUNCHEON - OCTOBER

GULF COAST INDUSTRY FORUM



GULF COAST ECONOMIC DEVELOPMENT
PROJECTS



RIC CAMPO, PORT
COMMISSION CHAIRMAN,
PORT HOUSTON



RYAN SITTON, FOUNDER &
CEO, PINNACLE

800+ **15** **45**
ATTENDEES SPEAKERS EXHIBITS

THURSDAY, SEPTEMBER 17, 2026
PASADENA CONVENTION CENTER



STATE OF THE CHEMICAL INDUSTRY PANEL

PROCUREMENT FORUMS



\$880M

in new projects presented at Economic Alliance's Industrial Procurement Forums

YEAR	DEVELOPER	FACILITY TYPE	CAPITAL INVESTMENT
2023	ETHOX	New Surfactants Production Plant	\$80M
2023	KAO	New Tertiary Amine Production Plant	\$250M
2023	 John Cockerill	New Electrolyzer Manufacturing Facility	\$150M
2024	QYK	New Methyl Methacrylate Production Plant	\$400M

QUALITY OF LIFE



PROJECTS AND CAPITAL CAMPAIGNS

TOTAL MATCHING FUNDS

\$63K

- 9 projects/capital campaigns. Impacting residents/organizations located in Pasadena, Pearland, Morgan's Point, La Porte, Shoreacres and Precinct 2 at large.



BEAUTIFICATION/COMMUNITY ENHANCEMENT PROJECTS

\$38K

- Pasadena Mini-Murals on Signal Boxes
- Restoration of the Pearland Depot
- City of Morgan's Point Storage Tank Rehab/Logo
- La Porte Gold Star Families Memorial Monument
- Texas Memorial Illumination at San Jacinto Monument
- Shoreacres Gateway Flag Pole



CAPITAL CAMPAIGNS/COMMUNITY IMPACT PROJECTS

\$25K

- Dolly Parton's Imagination Library – Various Elementary Schools in Precinct 2.
- The Imelda Assistance Fund - Grant money to nonprofit organizations that provide services to individuals.
- The Bridge Over Troubled Waters (The Bridge) –
- Campaign to build a new center for children and youth of domestic violence victims.





MEMBERSHIP ORGANIZATION

Growth
The Team

Accelerating Regional Influence



39%
Total
Membership
Growth

Driven by the convening of members focused on economic development, policy, workforce, and thought leadership.

MEET THE SMALL TEAM WITH BIG IMPACT

CHAD BURKE



President &
CEO

CHAD CARSON



VP of Economic
Development

MARISELA RAMIREZ



Events & Membership
Director

MANDY BAUCUM



Marketing &
Communications
Director

MIA YOUNG



Workforce Development
Director

HEATHER CARRICO



Financial &
Administrative Manager

KAREN GREGORY

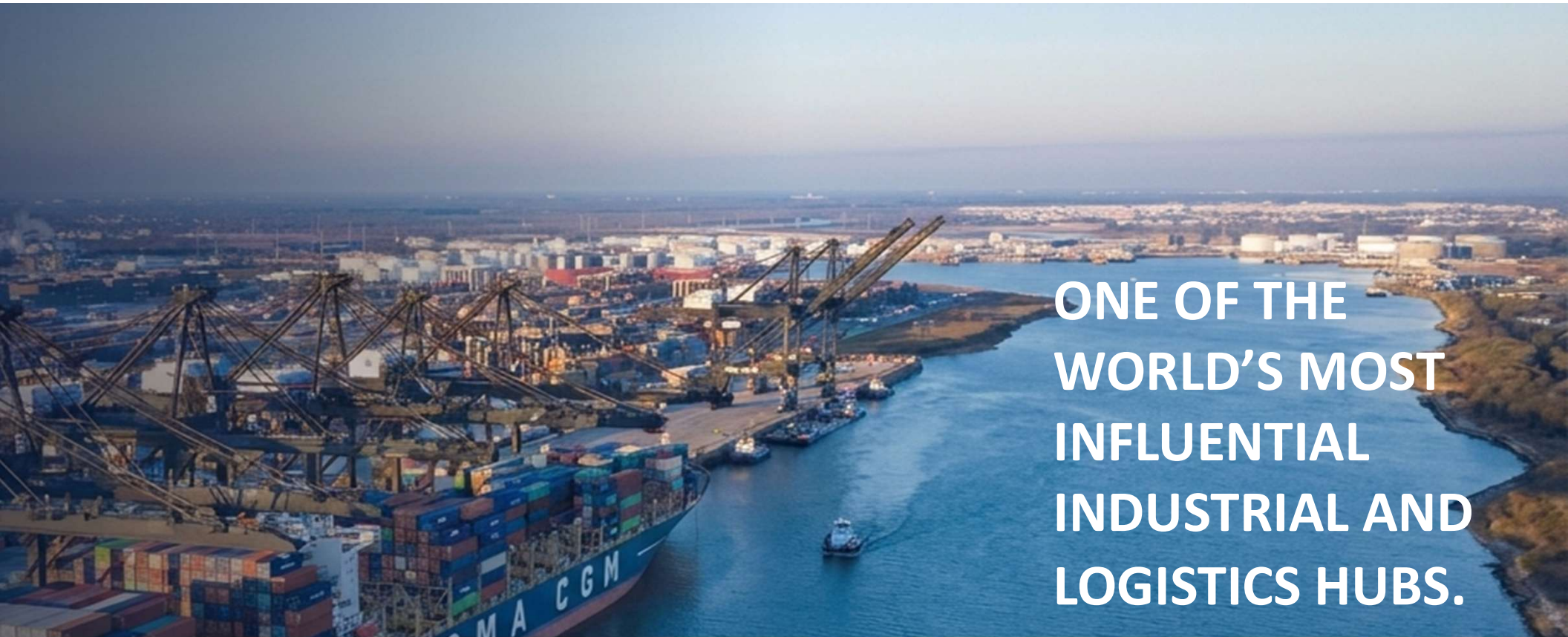


Contracts Manager

KAILYN GONZALES



Business Systems
Analyst, Ex. Assistant



**ONE OF THE
WORLD'S MOST
INFLUENTIAL
INDUSTRIAL AND
LOGISTICS HUBS.**



THANK YOU!



**MEETING MINUTES
AUGUST 13, 2026**

**SEABROOK ECONOMIC DEVELOPMENT
CORPORATION
MEETING**

Chairman Paul Dunphey called the Seabrook Economic Development Corporation to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were Mayor Jim Sweeney, Paul Dunphey, Terry Chapman, Ann Wacker, Councilmember Summer Sanford, and Michelle Brown. Also present were Economic Development Director Rick Guerrero, City Manager Gayle Cook, Finance Director Sahib Raho, Tourism & Special Events Coordinator Ami Blackwell, and Community & Economic Development Coordinator Ranya Botros.

1. PRESENTATIONS

1.1 Presentation by Clear Lake Area Chamber of Commerce.

Cindy DeWease, CEO of the Clear Lake Area Chamber of Commerce, gave a presentation on the SEDC's membership to the chamber.

1.2 Presentation by Bay Area Houston Economic Partnership.

Brian Freedman, President of the Bay Area Houston Economic Partnership (BAHEP), gave a presentation on BAHEP.

2. PUBLIC COMMENTS AND ANNOUNCEMENTS

There were no public comments.

3. PUBLIC HEARING

3.1 Conduct a public hearing on the Proposed FY 2026-2027 SEDC Budget.

Chairman Paul Dunphey opened the public hearing at 6:25 p.m. There were no public comments. Chairman Paul Dunphey closed the public hearing at 6:28 p.m.

4. CONSENT AGENDA

4.1 Consider and take all appropriate action on the approval of the minutes from the July 23, 2026 special EDC workshop and meeting.

Motion:	To Approve
Made By:	Mayor of Seabrook Sweeney
Seconded By:	EDC Vice-President Chapman
Vote:	Passed unanimously by all present.

5. NEW BUSINESS

5.1 Consider and take all appropriate action on the renewal of the Administrative Staffing Services Agreement for FY 2026-2027, in an amount not to exceed \$268,381. This is a budgeted item for FY 2026-2027.

Motion:	To Approve
Made By:	Mayor of Seabrook Sweeney
Seconded By:	EDC Vice-President Chapman
Vote:	Passed unanimously by all present.

-
- 5.2 Consider and take all appropriate action on the renewal of the Clear Lake Area Chamber of Commerce contract beginning October 1, 2026 through September 30, 2027 in an amount not to exceed \$10,000. This is a budgeted item with Account #: 770-5071-52270.**
-

Motion: To Approve
Made By: At-Large Position 6 Sanford
Seconded By: EDC Vice-President Chapman
Vote: **Passed** unanimously by all present.

- 5.3 Consider and take all appropriate action on a three-year renewal contract between SEDC and the Bay Area Houston Economic Partnership beginning October 1, 2026 through September 30, 2029 in an amount not to exceed \$20,000 per year. This is a budgeted item with Account #: 770-5071-52270.**
-

Motion: To Approve
Made By: At-Large Position 6 Sanford
Seconded By: EDC Vice-President Chapman
Vote: **Passed** unanimously by all present.

6. ROUTINE BUSINESS

- 6.1 Update by EDC Director on monthly reporting and activities.**

Rick Guerrero, Economic Development Director, gave a presentation on monthly reporting and activities.

- 6.2 Establish future meeting dates and agenda items.**

Rick Guerrero, Economic Development Director, indicated the next regular SEDC meeting will be held on September 10, 2026.

Motion: To Adjourn
Made By: Mayor of Seabrook Sweeney
Seconded By: EDC Vice-President Chapman
Vote: **Passed** unanimously by all present.

The meeting adjourned at 7:07 p.m.

APPROVED:

Chair

DATE: _____

ATTEST:

Ranya Botros
Community & Economic Development Coordinator



Agenda Briefing

Date of Meeting: September 10, 2026

Responsible Department: Economic Development

Presenter: Rick Guerrero, Director of Economic Development

Briefing Prepared By: Rick Guerrero

Strategic Focus Area: Strategic Goal 3 — Quality of Life Infrastructure — To prioritize infrastructure development that enhances quality of life, including signage, recreation, and essential services accessibility for residents and businesses, optimizing economic growth.

General Information:

Consider and take all appropriate action on the replacement, upgrade, and enhancement of citywide directional signs by National Sign Plazas, Inc., in the amount not to exceed \$20,500.

Executive Summary / Background:

The City of Seabrook currently utilizes a system of decorative directional sign plazas to assist residents and visitors in navigating to local destinations, business districts, public facilities, parks, attractions, and other community amenities.

The Seabrook Economic Development Corporation (SEDC) entered into a formal five-year agreement with National Sign Plazas, Inc., (Contractor) in 2016 to design, construct, install, and manage a citywide Directional Sign Program. The program's purpose is to support economic development by guiding residents, visitors, and tourists to businesses, parks, and points of interest within Seabrook, thereby enhancing visibility and generating additional commercial activity.

Under the current agreement, **National Sign Plazas** provides turnkey services, including construction and installation of standardized directional sign plazas, fabrication and management of commercial and civic sign panels. Sign plazas are owned by the SEDC.

Over time, existing sign plazas and directional panels have experienced normal weathering, fading, and deterioration. In addition, continued development and changes to traffic patterns within Seabrook have created opportunities to improve the City's overall wayfinding system through updated directional panels and the installation of additional

signposts at strategic locations.

As part of ongoing economic development and tourism initiatives, staff have been evaluating opportunities to improve the appearance, consistency, and effectiveness of Seabrook's directional signage. A coordinated wayfinding system will help visitors easily locate commercial districts, restaurants, retail establishments, recreational amenities, waterfront destinations, public facilities, and other points of interest while also contributing to a more cohesive community identity.

Staff proposes utilizing the **National Sign Plazas** agreement to coordinate improvements to the existing wayfinding system. The proposed scope of work will include:

- Refurbishing existing decorative sign plazas, including necessary surface preparation, repair, repainting, refinishing, or replacement of deteriorated components;
- Fabricating new directional signage panels for existing sign plazas to replace faded, damaged, outdated, or otherwise ineffective panels;
- Updating directional information to reflect current destinations, districts, attractions, public facilities, and other identified points of interest;
- Fabricating and installing additional decorative sign plazas where needed to improve navigation and visibility; and
- Coordinating the design and appearance of the signage with the City's current district branding and community identity initiatives.

The proposed improvements are intended to create a more cohesive and attractive wayfinding system that supports Seabrook businesses and commercial districts, enhances the visitor experience, and reinforces the City's identity.

Impacted Parties

City of Seabrook residents, visitors, local businesses, commercial property owners, and tourism-related businesses.

Business Sign Panels

Any Seabrook business interested in adding their business name and logo to a directional sign panel may do so under the current agreement. Businesses will need to do the following to add their directional sign panel:

- Pay a \$250 production fee per panel.
- Enter into an agreement with National Sign Plazas for a 1-year term with an auto-renewal of 3 months, until the business wishes to cancel the service.
- Pay a monthly fee of \$100 per panel, which includes \$90 to lease the space and a

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.

\$10 administrative fee. This fee will be reimbursed to the City of Seabrook on a quarterly basis. Businesses also have the option to be billed on a quarterly basis, if they wish.

Miscellaneous Comments

Final sign locations, destinations, panel quantities, design specifications, and installation requirements will be coordinated with appropriate City departments prior to fabrication and installation.

Where appropriate, new and replacement directional panels should complement the City's current tourism branding and district identification efforts and provide a consistent visual system throughout Seabrook.

Funding / Fiscal Information:

Fund: Economic Development Corporation

Line Item: 770-5071-50100 - Advertising

Supporting Materials Attached:

1. National Sign Plazas Proposal
2. National Sign Plazas, Inc. 2016 Agreement
3. NSP Map and Sign Renderings

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommends that the SEDC Board authorize staff to engage National Sign Plaza to develop and implement improvements to the City's existing directional, wayfinding signage system, including refurbishment of existing sign plazas, fabrication and installation of new directional signage panels and new sign plazas at additional locations identified by staff.

Staff further recommend authorizing the SEDC Executive Director to coordinate final locations, destinations, designs, quantities, and other project details with National Sign Plaza and appropriate City departments, subject to the approved project budget and applicable City purchasing requirements.



Seabrook Civic Wayfinding Signage Improvement Project

Project Overview

National Sign Plazas (NSP) proposes the modernization and enhancement of the existing Seabrook Civic Wayfinding Program. The purpose of this project is to improve visitor navigation throughout the city while creating a consistent and updated visual identity across all directional signage locations.

The project will utilize the existing wayfinding sign locations wherever possible. Existing sign structures, poles, and frames will be evaluated and either refurbished or replaced as necessary to ensure long-term durability and uniform appearance. All existing topper signs and directional destination panels included in the project scope will be replaced with newly designed signage that reflects Seabrook's current branding standards.

Scope of Work

The project includes:

- Updating eleven (11) of the fourteen (14) existing wayfinding sign locations.
- Replacing all existing topper panels with newly designed Seabrook-branded topper signs.
- Replacing destination panels at the designated locations.
- Relocating one (1) existing plaza location to improve functionality and consistency within the signage program.
- Refurbishing or replacing existing poles, posts, and sign frames as required based on field evaluation.
- Maintaining existing plaza foundations whenever feasible to minimize site disturbance and avoid unnecessary excavation or reconstruction.

All work will be performed in accordance with approved design specifications and applicable local requirements.



Design Process

Seabrook has provided National Sign Plazas with the approved color palette, typography standards, and directional content for each destination panel.

NSP will prepare and submit detailed design proofs for each sign location prior to fabrication or installation activities. No production work will begin until all designs have been reviewed and approved by the City.

The updated signage program is intended to establish a cohesive and recognizable wayfinding system throughout Seabrook while enhancing visibility and visitor experience.

Installation and Construction

Following final design approval, NSP will conduct a site evaluation of each existing sign location to determine whether current framing materials can be refurbished or require replacement.

Where replacement structures are necessary:

- Existing plaza bases will remain intact whenever possible.
- New structures will be fabricated and powder coated to match approved design standards.
- Installation schedules will be established based on fabrication lead times and material availability.

Once fabrication is complete, NSP anticipates substantial completion of replacement and installation activities within approximately sixty (60) days.

Any new sign locations added beyond the current project scope will be scheduled separately upon receipt of materials, completion of utility locates, and issuance of any required permits.

Project Cost Summary

Item	Unit Cost
Topper Panel	\$350.00
Destination Panel	\$250.00
Relocation Fee	\$300.00
Poles / Posts / Frames	No Charge (Covered by NSP)
Additional New Plaza	\$3,600.00



Total Estimated Project Cost: \$16,900.00

A detailed pricing worksheet has been prepared and completed using the current project requirements to support this total project estimate.

Benefits to the City

The Seabrook Civic Wayfinding Signage Improvement Project will:

- Enhance navigation for residents and visitors.
- Modernize the city's wayfinding infrastructure.
- Improve visual consistency and branding throughout the community.
- Extend the service life of existing sign assets through refurbishment and replacement.
- Minimize disruption by utilizing existing sign locations and foundations whenever practical.

Upon completion, Seabrook will have a refreshed, cohesive, and durable wayfinding system designed to better serve the community and visitors for years to come.



AGREEMENT FOR SERVICES

This Agreement ("Agreement") is entered into by and between then SEABROOK ECONOMIC DEVELOPMENT CORPORATION formed under the Texas Development Act and the Texas Non-profit Corporation Act, ("EDC") and NATIONAL SIGN PLAZAS, INC., a California corporation ("Contractor") for the purposes described herein.

WHEREAS, EDC has been organized to promote economic development for the City of Seabrook, Texas ("City") within its municipal boundaries and the board of EDC has adopted an economic development plan outlining these goals: and

WHEREAS, EDC has adopted as a primary endeavor the promotion and retention of existing businesses and the development of new businesses: and

WHEREAS, EDC also supports other activities that bring tourists into the City, and thereby generate sales and activities with Seabrook businesses, including the attraction of tourists to Seabrook's parks and waterfront areas; and

WHEREAS, EDC has determined that clear, attractive signage will assist in the business retention and development, and tourist visits and such has been identified as the Directional Sign Program Project, ("Project"), and published in the newspaper, and a public hearing held thereon, in accordance with state law: and

WHEREAS, EDC has determined that professional design and construction management services as further outlined herein are desirable for continuation of the Project; and

WHEREAS, Contractor is qualified and willing to perform such design and construction management services for such signage program as necessary and such services are available from limited vendors; and

WHEREAS, Contractor is qualified and willing to perform such design and construction management services as further outlined herein; now, therefore,

In consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereto, the Parties have agreed and do hereby agree as follows:

ARTICLE 1. GENERAL PROVISIONS

A. Purpose of Directional Sign Project The purpose of the Directional Sign Program Project is to provide direction for the citizens, visitors, tourists and the like, to the

location of businesses, public facilities, and civic points of interests within the City of Seabrook in order to facilitate the generation of sales tax within the City of Seabrook. For the purposes of the Directional Sign Project, the following exhibits are attached to this agreement, and incorporated herein as if fully set forth below:

Exhibit A. Proposed location map presented to EDC Board showing locations of the directional signs. It is understood that this exhibit may be modified to place signs at appropriate locations, and is attached to be a guide. Site plans submitted for each Directional Sign shall depict the specific location.

Exhibit B. Sign specification standards.

B. Definitions. For purposes of this Agreement, the following definitions apply:

1. *Directional Sign-* A structure placed in the City right of way for the purpose of displaying directional sign panels and directing citizens, tourists and the like to public or commercial facilities and destinations of interest. These are permanent directional signs that may contain destinations of both civic interest as well as commercial interest. Participants in the EDC's sign program will be allowed to place or lease panels on these sign frames. Upon installation, the sign frame, the identity sign panel, the breakaway system and the foundation will be owned by the EDC. The commercial directional panels that are placed on these Commercial Signs will remain the property of the Contractor for the term of the panel lease or at such time that the EDC chooses to buy them. These panels will be managed by the Contractor on a fee basis for the benefit of the Participants involved in the EDC's Directional Sign Project.
2. *Participants-* Government, civic and non-profit entities with buildings in Seabrook, businesses, vendors, developers who are located in the City of Seabrook will be allowed to participate in the EDC's directional sign program.
3. *Sign Maintenance-* All inspections, repair, replacement, and maintenance performed by Contractor on the directional signage, as further described in Article III. C.

C. Placement on Directional Signs Space on the Directional Signs is limited and panels will be issued or assigned on a "first-come, first served," non-discriminatory basis, though multiple signs may be limited in order to secure participation by a larger number of participants. All Participants in the project must be located within the City of Seabrook at the time of application at a business address, as confirmed by City Staff at the time of applications. As these are directional signs, only relevant information shall be placed on the sign panel, subject to size limitations and uniformity, as determined by the

Director. Placement of panels for commercial entities will necessitate a lease with Contractor.

ARTICLE II SCOPE OF WORK AND TERMS

1. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administrating the Directional Sign Program (Project), the contractor will:

- A. Construct, install, maintain and repair approved Sign Plazas and sign panels.
- B. Contract with developers and homebuilders for the lease of sign panels.
- C. Assist EDC in determining appropriate locations for Sign Plazas.
- D. Assist EDC with identifying and removing all illegal off-premise signage.
- E. Attend meetings as necessary with EDC staff and developers to coordinate project.
- F. Collect all lease payments and remit to the EDC, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Directional Sign Program and Specifications of Sign Plazas.

- A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure placed in the City right of way for the purpose of displaying sign panels. The specifications of the Sign Plaza and sign panels are more fully developed in these Contract Documents.
- B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for civic and commercial enterprises, and the like, to the location of commercial and public facilities within the City of Seabrook while discouraging the placement of unsightly and hazardous off-site directional signs.
- C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:

1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in **Exhibit A**.
2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, doubled-sided, if necessary.
3. A Seabrook/EDC topper panel will be designed for the City of Seabrook's EDC and shall be prominently displayed at the top of any Sign Plaza within the jurisdictional limits of Seabrook. The panel shall be visible on any side of a Sign Plaza which displays directional sign panels.
4. The color of all Sign Plaza Structures shall be determined by the EDC. All sign panels shall conform to Section 2.C.11 below.
5. The Contractor shall submit final design plans to the EDC for approval prior to installation of any Sign Plaza.
6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.
7. Sign Plaza locations shall be approved and designated by the EDC with the assistance of the Contractor.
8. At the EDC's request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City/County.
9. Contractor shall provide, at no cost to the EDC, the equivalent of not less than ten percent (10%) of all permitted Sign Plazas to the EDC for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza.
10. Contractor shall provide to the EDC a semi-annual inventory report of existing installed sign panels.
11. Sign panels shall contain only the name of a commercial entity, public facility, Seabrook/EDC and logo, the commercial entity's name and/or logo, the commercial entity's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by the EDC, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.

12. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the EDC. Upon notice by the EDC, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.
 13. Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.
 14. Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with a material comparable to 3M Engineering Grade Retro-reflective.
 15. Individual sign panels on the Primary Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Community Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.
3. Number of Sign Plaza Structures. The EDC has sole discretion to determine the number and placement of the Sign Plazas in its right-of-way. The EDC shall agree to allow the signage to direct customers to commercial facilities. Said signage shall be defined as one Sign Plaza at each location where commercial facilities require information regarding a change of direction and likewise where patrons would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate directional sign panels. Contractor may submit to the EDC at any time during the term of the Agreement subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.
4. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:
- A. Contractor will install the Sign Plazas and rotate panels at no cost to the EDC.
 - B. Contractor will collect, and remit to the EDC, an amount of \$10.00 per panel per month. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.
5. Term of Agreement and Termination of Agreement
- A. Term. The term of this Agreement is five (5) years.

- B. Renewal. At the end of the initial five-year term, this contract will automatically renew for an additional (5) five year term unless either party provides at least sixty (60) days advanced notice before the end of the initial term, of their intention(s) to terminate this Agreement.
- C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement:
1. Termination by EDC. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the EDC may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the EDC.
 2. Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the property of the EDC. Further, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the EDC, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.
6. Placement of Sign Panels. After the EDC's written approval and acceptance of the installed Sign Plazas, the EDC agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.
- A. Contractor agrees to offer and place sign panels for homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.
 - B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.
 - C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
 - D. Contractor will remit to the EDC on a quarterly basis the amount of the EDC's Administrative Fee as specified in Section 4.B of this document.

- E. Contractor agrees to provide an annual report to the EDC pertaining to the number of sign panels installed within the City, the amount billed and the collection of the EDC's amount Administrative Fees.
- F. Contractor agrees that in no event will the EDC be liable for any fee payment or other fees related to the placement of the sign panels.
- G. Contractor agrees to include in all sign service agreements an assignment clause which will assign Contractor's rights to fee payment to the EDC in the event Contractor elects to terminate this Agreement pursuant to Paragraph 5.C.2 above.
- H. Homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the City of Seabrook, present and soon-to-be-annexed, shall at all times be allowed to participate in the Sign Plaza program.
- I. EDC and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

7. Maintenance of Sign Plazas:

- A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.
- B. Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the EDC.
- C. Contractor agrees to provide to the EDC with a telephone number and a contact person allowing the EDC to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week.
- D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the EDC's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the EDC. Sign panel will be replaced within five (5) business days of the written notification.
- E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.
- F. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.

8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the EDC, its officials, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b)

reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the EDC, its officials, officers, agents, and employees, unless said claim or action is the result of the negligent or willful act or omission of the EDC or the EDC's officer, agent, employee, or subcontractor.

9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in Seabrook, TX with the following policy limits.

- A. Comprehensive General Liability - \$2,000,000 combined aggregate
- B. Automobile Liability - \$1,000,000
- C. Workers Compensation
 - 1. Bodily Injury by Accident - \$1,000,000
 - 2. Bodily Injury by Disease - \$500,000

Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the EDC Attorney which shall name the EDC as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the EDC in writing if such an event occurs. Contractor shall have Five (5) business days to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the EDC.

11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

Economic Development Corporation:
City of Seabrook, Texas
Attn: Paul Chavez
1700 First Street
Seabrook, TX 775586

CONTRACTOR:
National Sign Plazas
Attn: Grant Hayzelett
2422 S. Trenton Way Unit H
Denver, CO 80231

Telephone: 281-291-5730
Fax:

Telephone: 720-482-9293

All notices, regardless of the nature of service, shall additionally be served upon Contractor at Contractor's office(s) in the State of Texas located at:

Attn: Steve Startzell
20302 Park Row #900
Katy, TX 77449

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the EDC's prior written consent.
13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the EDC and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the EDC. This Agreement shall be governed under Texas State law, and venue of any action relating to the Agreement shall be brought only in Harris County.
14. Mutual Drafting. The EDC and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

Seabrook EDC

By

Date

11-10-2016

National Sign Plazas, Inc.
a California Corporation

By

Grant Hayzlett, President

Date

11/30/16

CITY OF SEABROOK

By:

Glenn Royal

Mayor

Date:

12-6-16

ATTEST:

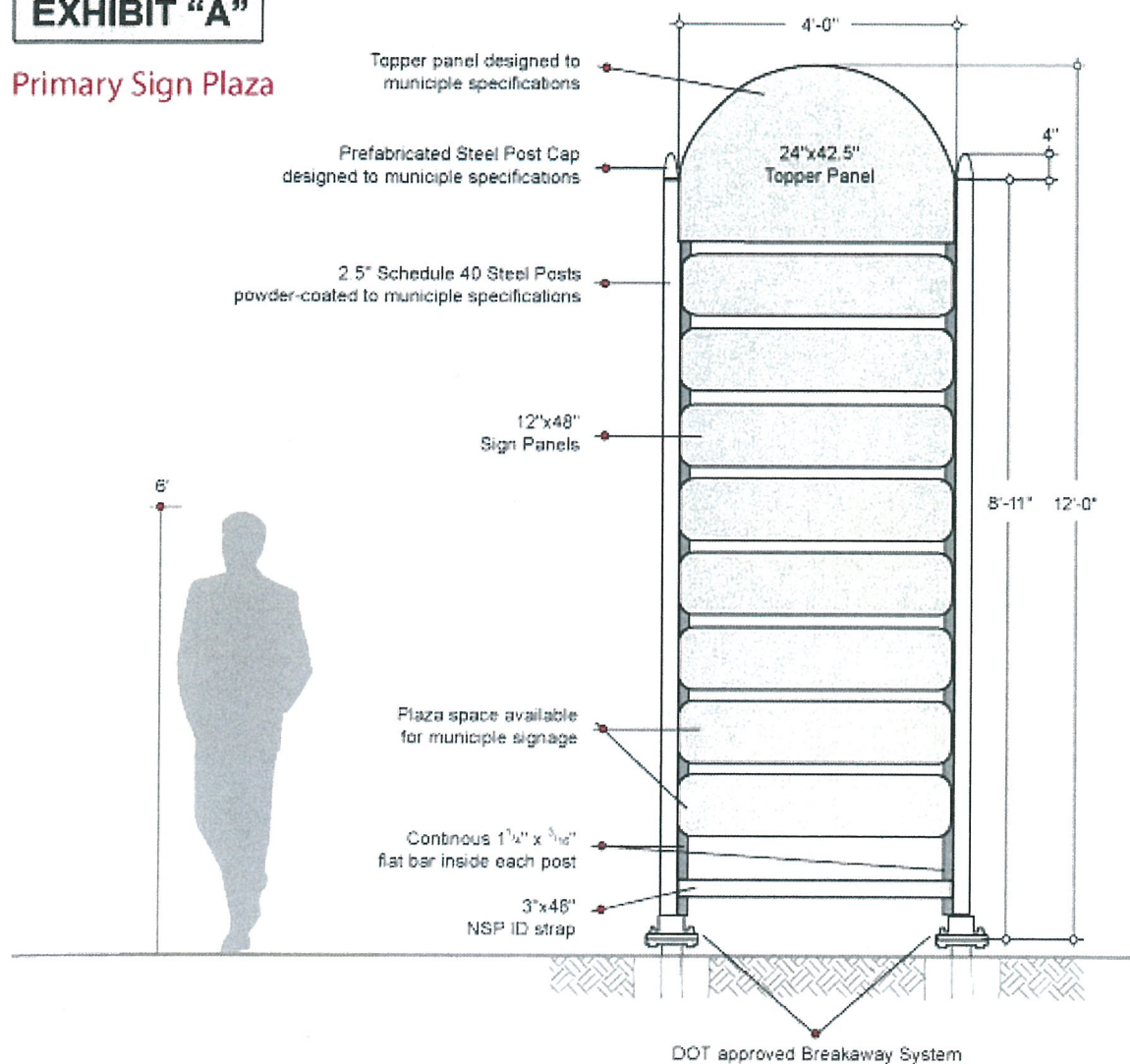
Robin Hicks, TRMC

City Secretary



EXHIBIT "A"

Primary Sign Plaza



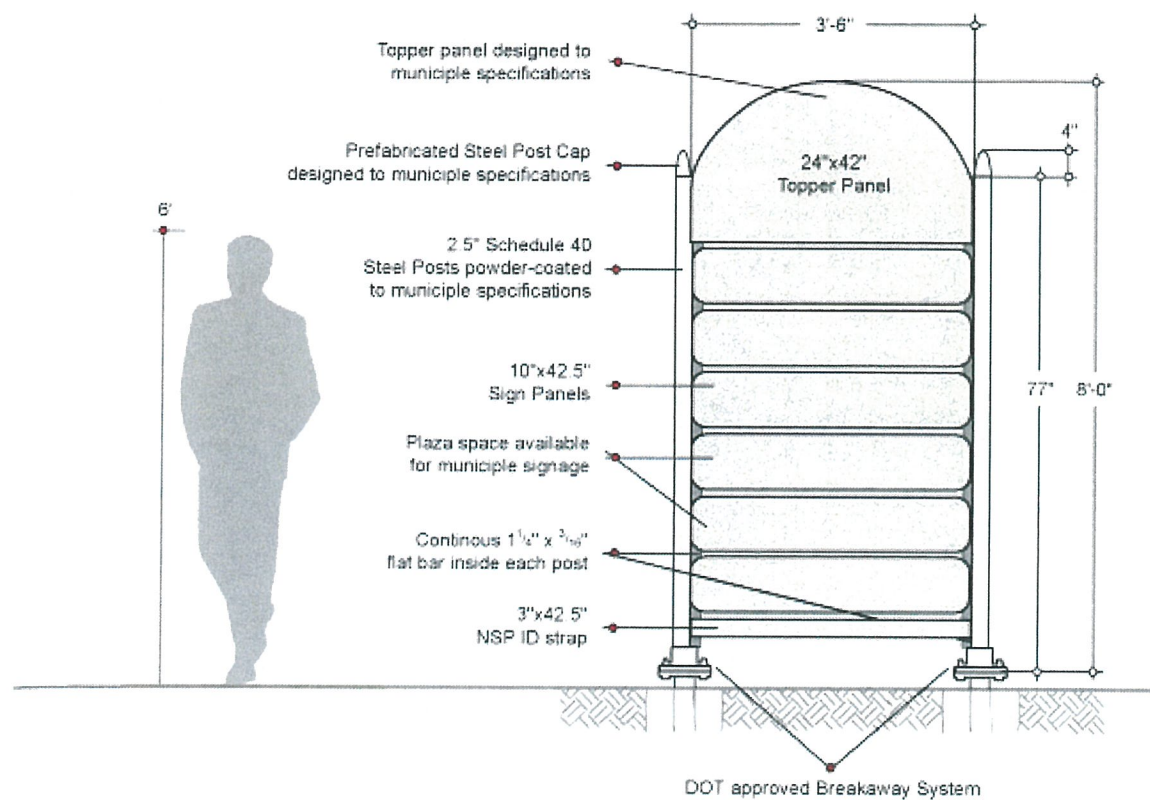
Primary Sign Panel Specifications

- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



EXHIBIT "A"

Community Sign Plaza



Community Sign Panel Specifications

- Alpolite 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow

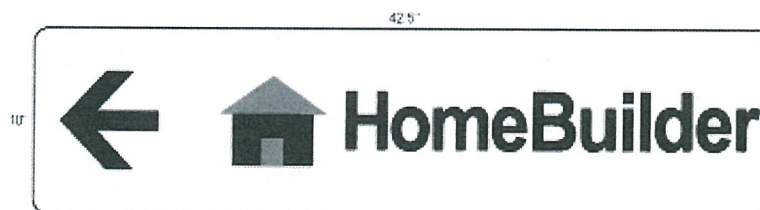
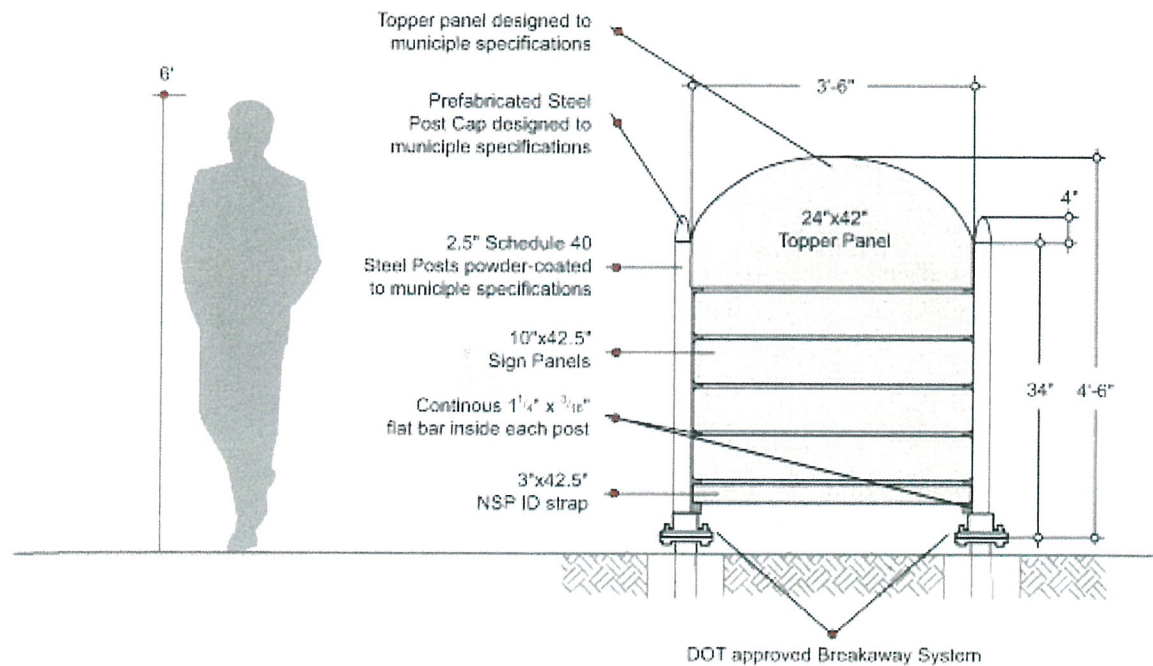


EXHIBIT "A"

Neighborhood Sign Plaza

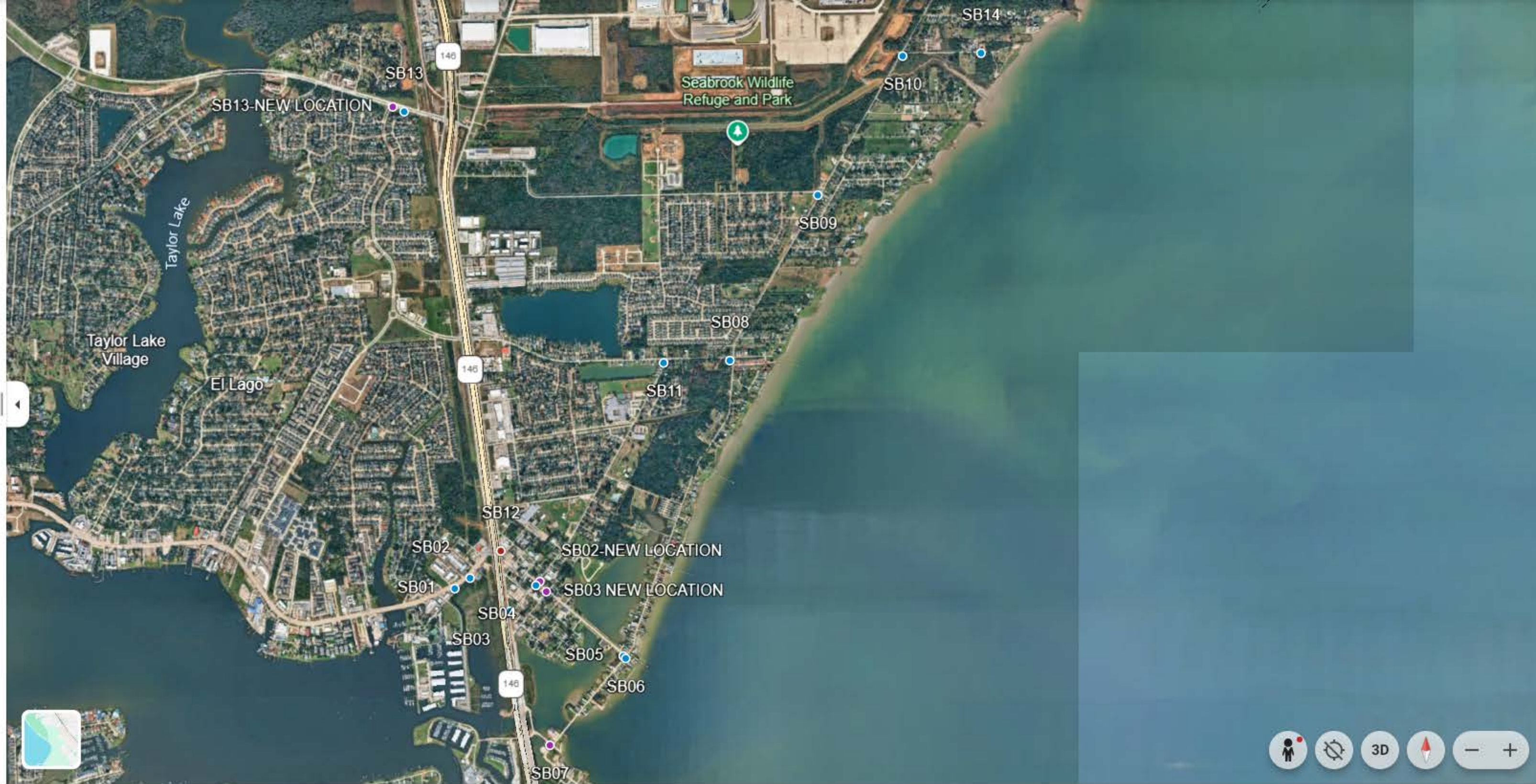


Neighborhood Sign Panel Specifications

- Alpolite 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



- SB01
- SB02
- SB02-NEW LOCATION
- SB03
- SB03 NEW LOCATION
- SB04
- SB05
- SB06
- SB07
- SB08
- SB09
- SB10
- SB11
- SB12
- SB13
- SB13-NEW LOCATION
- SB14



Google Map Link:

<https://www.google.com/maps/d/edit?mid=113WtZDusNRJb4QN61cgNtl7n8paabkcj&usp=sharing>

SB01



SB02



SB03



SB04



SB05



SB06



SB07



VISIT
Seabrook
TEXAS

NO SIGN

SB08



SB09



SB10



SB11



SB12



NO SIGN

SB13



SB14



PINE GULLY PARK

PARK HOURS

**MONDAY - SUNDAY
7 A.M. - SUNSET**

PARK FEES

**CASH ONLY - PAY AT DROP BOX
SEABROOK RESIDENTS - NO CHARGE**

PARK RULES

**AFTER CLOSING, VEHICLES WILL BE TOWED
PARK SPEED LIMIT 10 MPH
PARKING IN DESIGNATED AREAS ONLY
NO FEEDING WILDLIFE
NO FISHING FROM FOOT BRIDGES OR
WETLAND AREAS**

Business Incentive Application

08/31/2026 4:09 PM (CDT)



Business Incentive Application

Applying for Seabrook business incentives starts with completing this application. Staff will complete an economic impact analysis based on information provided by the applicant.

Then, if the analysis is favorable, the project moves toward a board presentation and review. The application is the official record of the project that is submitted to the Seabrook Economic Development Corporation (SEDC) for review. The entire process can be completed within 45-60 days, depending on when the application is filed and public hearing requirements/posting.

All applicants are encouraged to review the current [Seabrook Economic Development Corporation Incentive Policy](#) before completing this application.

Applicant First Name	Tiffany
Applicant Last Name	Schwertner
Email Address	
Phone	
This application is being completed for which of the following?	Small Business (New Business)
Business Name	DaVinci's Wine Lounge
Business Owner's First Name	Tiffany
Business Owner's Last Name	Schwertner
Business Owner's Phone Number	
Business Owner's Email Address	
Business Type	LLC

Are there any additional business partners?	No
Name and Contact Information for Financial Institution/Lender(s)	Chase business banking
Has this business/firm received business incentives from the Seabrook Economic Development Corporation in the past?	No

Current Business Address

Street Address	2900 E. Nasa Pkwy, 250
City	Seabrook
State	Texas
Zip Code	77586
Location of Proposed Seabrook Site	2900 E. nasa pkwy
Type of Development	Commercial
Approximate Date of Construction Start	10/01/2026
Approximate Date of Construction Completion	11/09/2026
Has this firm received business incentives from other government entities in the past?	No

Please refer to the [SEDC Incentives Policy](#) to review available incentives and additional program information.

Important: Do not start construction before applying for incentives.

If construction has started before an incentive application, it is assumed that the applicant does not need assistance, and the application may be denied.

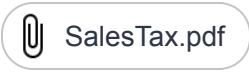
Which incentive program are you applying for?	Commercial Facade Incntive
Total Value of Project	\$13,000.00
Total Incentive Requested	\$13,000.00

Upload a detailed worksheet on the project costs as well as an outline of

 DaVincis_EDC_Project_Cost_Worksheet.xlsx

the expected use of the incentive funds for your project.

Sales and Use Tax Report



Proof of Harris County Tax Payment



Franchise Tax Certification of Account Status



Articles of Incorporation from the Secretary of State



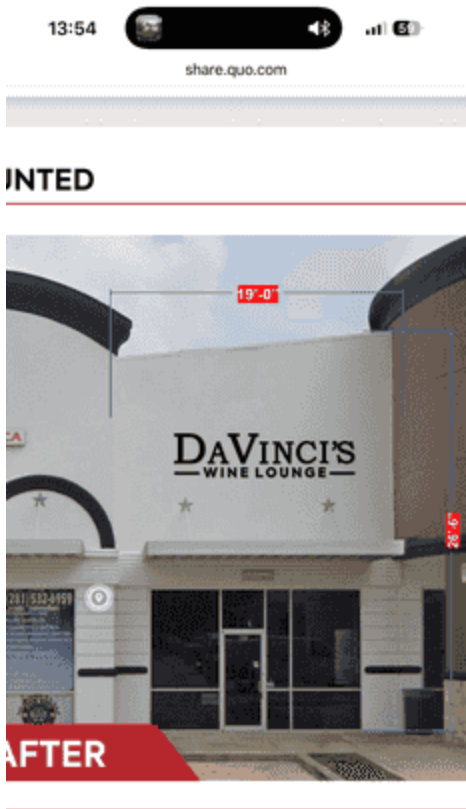
Current Harris County Appraisal District Report on Project Site



Budget for Project



Drawings, Renderings, Photos of Your Project (Not required to be drawn to scale for incentive consideration.)



All supporting documents must be submitted prior to consideration.



Business Incentive Application

Authorization for Submittal

I certify, to the best of my knowledge, that all information provided in this Incentive Application (including attachments) is true and accurate, as indicated by my signature below. I further confirm that the business entity is in good standing under applicable laws and owes no delinquent taxes to any taxing authority.

If awarded incentives, the applicant agrees to comply with a performance agreement, including the submission of documentation on employee counts, average wages by category, taxable sales, personal property inventory, and any other relevant information required by the EDC for the period specified in the performance agreement.

By signing this document, the applicant affirms that they are authorized to file this application on behalf of the business owner/applicant and can provide evidence of such authorization if requested. Proof of appropriate insurance will also be required as a condition of any approved incentive grant.

Note: If the landlord is seeking an incentive, they will also be a party to the abatement agreement and must meet all terms, including submitting documents for an annual performance report. If the property is leased and either the landlord seeks an incentive or the applicant requests modifications to the landlord's property, the landlord will need to complete their contact information below.

Legal Property Owner/Landlord

Signature

Printed Name Tiffany Schwertner

Date 08/31/2026

Legal Address

Phone Number

Email Address

Applicant (if different from legal property owner)

Signature

Printed Name Tiffany Schwertner

Date 08/31/2026

Phone Number

Send me a copy of this application for my records (Optional)



TexaSigns Agency
8329003568
11391 MEADOWGLEN LN
Suite L
HOUSTON, TX 77082

Prepared For
Davinci s Wine Lounge

Estimate Date
08/13/2026

Estimate Number
2201

Description	Rate	Qty	Line Total
Reverse Channel Letters material, fabrication and Mounted Directly on wall	\$6,173.00	1	\$6,173.00
Administrative Fee	\$500.00	1	\$500.00
Permit Fee	\$0.00	1	\$0.00
	Subtotal		\$6,673.00
	TAXES (8.25%)		\$550.52
	Estimate Total (USD)		\$7,223.52

DATE: 07-15-2026

REVISION: A

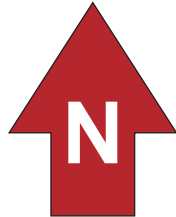
PROJECT NAME:
Davinci's wine lounge

ADDRESS:
2900 E. Nasa Pkwy #250
Seabrook, TX 77586

DESIGNER:

SCALE P-1/3
COLORS ON PROOF MAY VARY
FROM ACTUAL PRODUCT USED

Init.
Overlays are for illustrative purposes only.
Final result, size of sign & scale may vary
very slightly.



SIGN SCHEDULE

A WALL SIGN - CHANNEL LETTERS

ADDRESS 2900 E. Nasa Pkwy #250 Seabrook, TX 77586

SITE PLAN



REVERSE LIT CHANNEL LETTER SIGN – SPACERS MOUNTED



SPECIFICATIONS

REVERSE LIT CHANNEL LETTER SIGN WITH SPACERS MOUNTED

LETTER FACE: 0.080” PAINTED ALUM FACE

BACKS: 3/16” CLEAR POLYCARBONATE

RETURNS: 0.063” ALUMINUM

BACK LIGHTS: WARM WHITE

MOUNTING METHOD: SPACERS

NIGHT VIEW

DAVINCI'S
— WINE LOUNGE —

SIGN DIMENSIONS

Sign Height	2' 11"
Sign Width	12' 0"
Total Area	34.92 (Sq. Ft)

ELECTRICAL

All material are UL Certified

120/277 VOLTS
20 AMPS

1.1 KVA

PRIMARY ELECTRICAL CONNECTIONS TO BE MADE BY LICENSED ELECTRICAL CONTRACTORS

DATE: 07-15-2026

REVISION: A

PROJECT NAME:
Davinci's wine lounge

ADDRESS:
2900 E. Nasa Pkwy #250
Seabrook, TX 77586

DESIGNER:

SCALE P-2/3

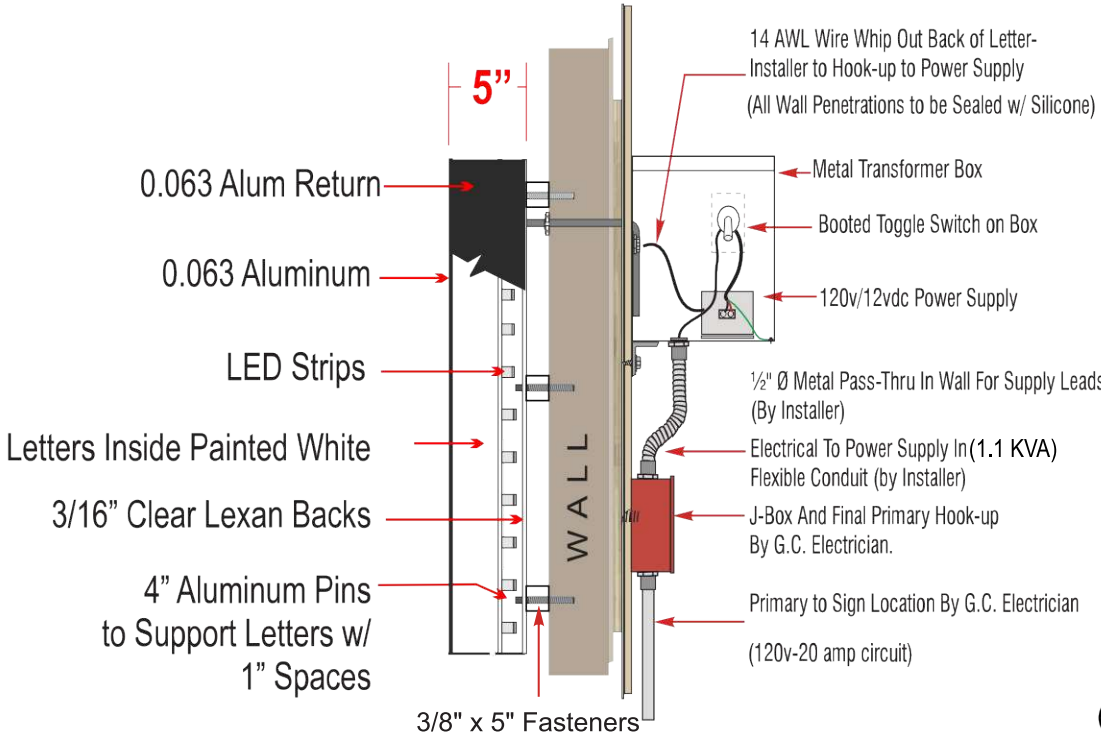
COLORS ON PROOF MAY VARY FROM ACTUAL PRODUCT USED

SIGN A



SIDE VIEW | INSTALLATION DETAIL
ALUMINUM CHANNEL LETTERS / HALO-LIT

LOW VOLTAGE L.E.D LIGHTING SYSTEM | 1.1 KVA | U.L LISTED CLASS 2 - CONFORMS TO U.L 48 & NEC 600 CODE



NOTE: SPECIFIC MATERIAL THICKNESSES FOR THIS SIGN TYPE WILL BE DETERMINED BASED ON MANUFACTURING STANDARDS

Init.
Overlays are for illustrative purposes only. Final result, size of sign & scale may vary very slightly.

BUILDING MEASUREMENTS

CUSTOMER TO PROVIDE:

ALL BRANCH (PRIMARY ELECTRICAL SERVICE) CIRCUITS & FINAL CONNECTION TO EACH SIGN (WITHIN 6 FT.) TO BE BY CERTIFIED ELECTRICIAN:

- A.** All branch circuits for signs must be totally dedicated to signs (including dedicated ground and dedicated neutral per circuit).
- B.** Sign circuits must not be shared with other loads such as lighting, air conditioning, and other equipment.
- C.** Properly sized ground wire that can be traced back to the breaker panel must be provided.
- D.** Number and size of circuits for each sign to meet Sign Company Sign's requirement.

Any deviation from the above recommendations may result in:

1. Damage to or improper operation of the sign(s).
2. Delays and additional costs.

DATE: 07-15-2026

REVISION: A

PROJECT NAME:
Davinci's wine lounge

ADDRESS:
2900 E. Nasa Pkwy #250
Seabrook, TX 77586

DESIGNER:

SCALE P-3/3

COLORS ON PROOF MAY VARY
FROM ACTUAL PRODUCT USED

Init.
Overlays are for illustrative purposes only.
Final result, size of sign & scale may vary
very slightly.



Payment Method

Create Your Home Depot Account

☒ Create my free personal account
(This is required to place your order)

[Terms of Use](#) [My Account Terms and Conditions](#) [Privacy and Security Statement](#)

Your Order

Subtotal	\$1,380.87
Delivery	\$55.00
Estimated Sales Tax*	\$0.00
Apply Tax Exempt ID	▼

Total **\$1,435.87**

Have a Promo Code? ▼

Place Order

The order confirmation and updates will be emailed to
wildflowerwinesllc@gmail.com



Items in Cart (3 Items)



Delivery



Armor Door
36 in. x 80 in. Fire-Rated Gray Right-Hand Flush Steel Prehung
Commercial Door and Frame with Panic Bar and Hardware
Qty: 1

\$1,268.00

**M-D Building Products**

5 in. x 36 in. Silver Aluminum Commercial Flat-Profile Door
Weatherstripping Threshold

Qty: 1

\$30.87

**Universal Hardware**

Size 1-5 Heavy Duty Commercial Door Closer - 3 Mounting Styles -
ANSI Grade 1, UL 3-Hour Fire, ADA - Aluminum Finish

Qty: 1

\$82.00

GET \$100 OFF* and pay **\$1,335.87** instead on your qualifying purchase, plus receive 6 months everyday financing** on purchases over \$299 when you open a new card ⓘ



[Apply Now](#)

Need Help?

Online Customer Support: [1-800-430-3376](tel:1-800-430-3376)

Custom Blinds: [1-800-658-7320](tel:1-800-658-7320)

Available Monday - Sunday - 6 a.m. to 2 a.m. EST

Text 'SUPPORT' to [38698](tel:38698)

Message and data rates may apply. Reply STOP to unsubscribe. Available 7 days a week. [Terms of Use](#).

We are required by law to charge all applicable sales taxes for online orders.

Please note that the order totals during your checkout reflect estimated sales tax. The actual charge to your form of payment will include applicable state and local sales taxes. For Pickup orders, sales taxes will be calculated when order is ready for pick-up. For Delivery orders, sales taxes will be calculated when order is shipped.

By providing your mobile phone number and clicking Place Order, you agree to the Home Depot contacting you at the number provided when your order is ready for pickup, including through the use of automated technology, SMS/MMS and/or prerecorded, AI or artificial messages. Messaging frequency may vary. Message and data rates may apply. Consent not required and not a condition of purchase. Not all carriers supported. For help, text HELP; to stop texts, text STOP (a confirmation text will be sent).

Local store prices may vary from those displayed. Products shown as available are normally stocked but inventory levels cannot be guaranteed.

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Feedback

Payment Method

Create Your Home Depot Account

☒ Create my free personal account
(This is required to place your order)

[Terms of Use](#) [My Account Terms and Conditions](#) [Privacy and Security Statement](#)

Your Order

Subtotal	\$1,340.86
Delivery	FREE
Estimated Sales Tax*	\$0.00
Apply Tax Exempt ID	▼

Total **\$1,340.86**

Have a Promo Code? ▼

Place Order

The order confirmation and updates will be emailed to
wildflowerwinesllc@gmail.com



Items in Cart (3 Items)



Delivery



M-D Building Products
5 in. x 36 in. Silver Aluminum Commercial Flat-Profile Door
Weatherstripping Threshold
Qty: 1

\$30.87

**ARK DESIGN**

36 in. x 84 in. Right-Hand/Outswing Silver Anodized Aluminum
Prehung Commercial Door Non Fire Rated

Qty: 1

\$1,227.99

**Universal Hardware**

Size 1-5 Heavy Duty Commercial Door Closer - 3 Mounting Styles -
ANSI Grade 1, UL 3-Hour Fire, ADA - Aluminum Finish

Qty: 1

\$82.00

GET \$100 OFF* and pay **\$1,240.86** instead on your qualifying purchase, plus receive 6 months everyday financing** on purchases over \$299 when you open a new card ⓘ



[Apply Now](#)

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DaVinci's — EDC Project Cost Worksheet

Business	DaVinci's
Project	Commercial storefront and exterior improvements
EDC Incentive Requested	\$10,921

Item	Description/Scope	Qty.	Estimated Cost	EDC Funds Requested
Front Commercial Glass Entry Door	Purchase of commercial aluminum-framed glass door assembly for the primary storefront entry. Includes commercial door hardware, closer, and all associated components; no removal or installation.	1	\$1,340.00	\$1,340.00
Rear Commercial Steel Exit Door + Panic Hardware	Purchase of rear commercial exit door assembly with a 36-inch-class hollow-metal steel door. Includes panic/exit device, commercial closer, hinges/trim, and all associated components; no removal or installation.	1	\$1,436.00	\$1,436.00
Exterior DaVinci's Wine Lounge Sign	Permanent exterior business identification sign for the DaVinci's storefront. Includes sign fabrication, finish, mounting/installation, and allowance for required electrical or permitting components based on final approved sign design.	1	\$8,145.00	\$8,145.00
TOTAL PROJECT COST			\$10,921.00	\$10,921.00

Project Cost Note

The costs shown are project budget allowances for the identified storefront and exterior improvements. The total EDC incentive request is \$10,921, corresponding to the identified project scope. DaVinci's broader interior buildout represents a separate business investment and is not included in this EDC project cost request.

Prepared for:	Economic Development Corporation
Business:	DaVinci's
Date:	



July 9, 2026

Seabrook Plaza One, LP
Attn: Ian Hancock
8125 N. Sam Houston Pkwy, Unit C
Houston, TX 77064

*Via certified mail, return receipt requested
no. 9314 8699 0430 0152 2041 90 and first
class mail*

RE: Notice of Intent to Terminate Performance Agreement

Dear Mr. Hancock,

At its regular meeting on May 14, 2026, the Board of the Seabrook Economic Development Corporation, (the "SEDC") voted to proceed with notice of its intent to terminate the Seabrook Economic Development Corporation Performance Agreement (the "Agreement") between Seabrook Plaza One, LP (the "Company") and the SEDC, executed on 9/25/23 and 9/27/23, respectively. This letter serves at such notice of the SEDC's intent to terminate and also provide the Company notice of breach and default.

In accordance with Subsection C of **Section 8. Default**, you are hereby given written notice of a breach of material representations made under **Section 5. The Company's Performance Criteria**. The Company has failed to deliver any representations provided for this Section, as presented to the SEDC and City Council of the City of Seabrook, in the nearly three years since the execution of the Agreement and is therefore in default of its obligations under such Agreement. The Board of the SEDC will consider termination of the Agreement at its regular meeting on September 10, 2026.

If you need any additional information please contact me directly at the contact information provided below or Rick Guerrero, Economic Development Director of the SEDC at 281-291-5730 or by email: rguerrero@seabrooktx.gov.

Sincerely,

OLSON & OLSON, LLP

A handwritten signature in blue ink, appearing to read "David W. Olson".

David W. Olson
dolson@olsonllp.com

cc: Wilson Cribbs & Goren
Attn: Reid Wilson
1233 West Loop South, Suite 800
Houston, Texas 77027
CMRR No. 9314 8699 0430 0152 2015 71

*Via CMRRR and first
class mail*

Rick Guerrero, SEDC Economic Development Director

Via email

OLSON & OLSON
ATTORNEYS AT



9314 8699 0430 0152 2041 90
RETURN RECEIPT (ELECTRONIC)



quadiant
FIRST-CLASS MAIL
IMI
\$010.44⁰
07/09/2026 ZIP 77019
043M31251989

US POSTAGE



Seabrook Plaza One, LP
ATTN: Ian Hancock
8125 N Sam Houston Pkwy
Unit C
Houston, TX 77064

OLSON & OLSON^{LLP}
ATTORNEYS AT LAW



quadiant
FIRST-CLASS MAIL
IMI
\$000.74⁰
07/09/2026 ZIP 77019
043M31251989

US POSTAGE

Seabrook Plaza One, LP
Attn: Ian Hancock
8125 N Sam Houston Pkwy, Unit C
Houston, TX 77064

OLSON & OLSON
ATTORNEYS AT LAW



9314 8699 0430 0152 2015 71
RETURN RECEIPT (ELECTRONIC)



quadiant
FIRST-CLASS MAIL
IMI
\$010.44⁹
07/09/2026 ZIP 77019
043M31251989

US POSTAGE



Wilson Cribbs & Goren
ATTN: Reid Wilson
1233 W Loop South
Suite 800
Houston, TX 77027

OLSON & OLSON ^{LLP}
ATTORNEYS AT LAW



quadiant
FIRST-CLASS MAIL
IMI
\$000.74⁹
07/09/2026 ZIP 77019
043M31251989

US POSTAGE

Wilson Cribbs & Goren
Attn: Reid Wilson
1233 West Loop South, Ste 800
Houston, TX 77027

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
PERFORMANCE AGREEMENT
(Hotel/Conference Center/Restaurants/Repsdorph Drainage Relocation)**

This Performance Agreement (this “Agreement”) is made by and between the Seabrook Economic Development Corporation, a State of Texas Type B economic development corporation (the “SEDC”), and Seabrook Plaza One, LP, a State of Texas Limited Partnership (the “Company”) (with the SEDC and the Company each being a “Party”, and collectively the “Parties”), and is entered into by the Parties as of the Effective Date as defined herein.

RECITALS

WHEREAS, the SEDC has established programs in accordance with Chapters 501, 502, and 505 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity within the City of Seabrook (the “City”), and when such programs involve a direct incentive to a company, Chapter 501 of the Texas Local Government Code requires the SEDC to memorialize such incentive in a performance agreement with such company (a “Performance Agreement”); and

WHEREAS, the Parties have concluded and hereby find that this Agreement promotes economic development in the City and that this Agreement is a Performance Agreement, providing for the SEDC’s provision of a direct incentive to the Company; and

WHEREAS, to ensure that the direct incentive of the SEDC provided under this Agreement is utilized in a manner consistent with Chapters 501, 502, and 505 of the Texas Local Government Code, the Company has agreed to comply with certain conditions for receiving the SEDC’s direct incentive, as provided herein; and

WHEREAS, the Company is the record owner of approximately eleven (11) acres of primarily undeveloped land generally located south of the 3500 Block of NASA Parkway, Seabrook, Texas 77586 (the “Property”), with the Property being more particularly depicted and described in the attached Exhibit “A”; and

WHEREAS, the SEDC’s direct incentive is intended to enable the Company to develop, construct, open, operate, and maintain a hotel, conference center of at least ten thousand square feet (10,000sqft), high density residential, and retail facility on the Property that includes at least ten thousand square feet (10,000sqft) of restaurant space (the “Company Facility”), as more particularly described in the Planned Unit Development approved by the City through Ordinance No. 2024-04, and as part of such development to relocate the existing Repsdorph Road drainage system south of NASA Road One, with the development of the Property and the Company Facility adding significant new revenue to the City’s tax base and creating jobs, which will help stimulate the overall local economy, with the Company Facility being more particularly described in the Resolution attached to this Agreement as Exhibit “E”; and

WHEREAS, the SEDC finds that the value of the improvements of the Company Facility is reasonably estimated to be at least one hundred seventy-two million dollars (\$172,000,000), of

which one hundred twenty-nine million dollars (\$129,000,000) is the value of the Company Facility with the exception of the multi-family component, in addition to future taxable revenue proposed to be generated over the Term on the Property estimated to be more than sixty-two million one hundred thousand dollars (\$62,100,000) (the “Reimbursable Value”), a portion of which shall be reimbursed to the Company by the SEDC as provided herein, with the Reimbursable Value and the reimbursable portion thereof being more particularly described in Exhibit “F” attached to and incorporated in this Agreement for all purposes; and ; and

WHEREAS, the SEDC has current funds on hand in the full amount of the Economic Development Grant Payments; **and NOW, THEREFORE:**

IN CONSIDERATION OF THE MUTUAL BENEFITS DESCRIBED IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. RECITALS

The facts and statements included in the Recitals to this Agreement are hereby incorporated into this Agreement for all intents and purposes.

SECTION 2. AUTHORITY

A. The SEDC’s participation in this Agreement is authorized by Chapters 501, 502, and 505 of the Texas Local Government Code. At a meeting of the Board of Directors of the SEDC (the “Board”) on May 11, 2023, the Board determined that the development of the Company Facility constitutes a “project”, as the term is defined in Section 501 of the Texas Local Government Code and authorized the SEDC to offer a direct incentive to the Company. This Agreement satisfies Chapters 501, 502, and 505 of the Texas Local Government Code and serves as a Performance Agreement reflecting the obligations of the SEDC and Company regarding the direct incentive.

B. The SEDC has taken all necessary actions and obtained all necessary approvals to enter into this Agreement, which includes the City Council of the City (the “Council”) approving this Agreement by resolution through two (2) readings at meetings of the Council, with a copy of such Resolution being attached to this Agreement as “Exhibit E”.

C. The SEDC acknowledge that the Company’s participation in this Agreement and the Company’s decision to commit substantial resources and money to acquire and develop the Property are made in reliance upon the SEDC’s performance of its obligations under this Agreement and is subject to the Company’s performance of its obligations under this Agreement.

SECTION 3. DEFINITIONS

In addition to the terms defined in the Recitals or elsewhere in this Agreement, as used in this Agreement, the following words or phrases shall have the following meanings:

(1) “Capital Investment” means funds expended in good faith by the Company in furtherance of the Project, including but not limited to land acquisition (at fair market value on the Effective Date, plus related acquisition fees, title policy, title curative and holding costs), professional fees (engineer, land planner, architect, legal, mortgage banker, real estate broker, and other licensed professionals supporting the project), development fees, financing costs, marketing costs, infrastructure, site work, construction costs (including, but not limited to Podium, parking, drives, hotel, convention center, restaurants, One Particular Harbor units [but excluding multifamily residential building]), landscaping, signage, government fees, and allocable employees and overhead.

(2) “Certificate of Occupancy” shall mean a certificate of occupancy issued by the City in accordance with its standard practices, and may include a temporary certificate of occupancy. A Certificate of Occupancy shall not include a certificate of occupancy issued in error, by mistake, or based upon a misrepresentation of facts by the Company or its agent.

(3) “Economic Development Grant Payment” means the reimbursement amount to be paid to the Company by the SEDC upon the Company’s satisfaction of the terms of this Agreement, in an amount not to exceed two million dollars (\$2,000,000), as provided in Exhibit “F” to this Agreement.

(4) “Effective Date” means the last date this Agreement is signed by all Parties.

(5) “Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation: war, riots, acts of terrorism, acts of the public enemy, insurrections, civil commotion; labor disputes, a general inability to obtain labor or materials or reasonable substitutes for either, unusual delay in transportation, strikes, slowdowns or work stoppages; acts of God, casualties, explosions, floods, fire, earthquake, tornado, hurricane or other severe and adverse weather conditions; pandemics, epidemics, infectious disease outbreaks, public health emergencies, health and safety circumstances that require individual isolation, quarantine or quarantine-like restrictions; delays caused by actions or inactions, or other acts or omissions on the part of any public utility or local, state, or federal government (or de facto governmental entity), government official or their respective agents or employees (including, but not limited to, any government-mandated or suggested work stoppages or slowdowns (such as, by way of example and not limitation, any reduction in the number of workers allowed to work at one time, or any limitation on the allowable working hours) and/or the closing or slowing of governmental offices or procedures (such as, by way of example and not limitation, any significant change in the time required to file or obtain permits or record documents); and, delays caused by governmental restrictions, regulations or controls, including without limitation, any moratoriums (i.e. zoning, platting, building or similar moratoriums). An inability to obtain funds shall not be considered Force Majeure (unless directly caused by one of the events specifically described above), unless the Company has advanced all its equity contribution due under its loan commitment, yet the lender fails to fund a loan advance, such as in the event of failure of the lender or its receivership, or for any other reason, and in such event, the failure to fund shall be an event of Force Majeure.

(6) “Jobs” means employment of individuals working at or on the Project, whether construction of the Project for a 3rd party contractor or operation, maintenance, repair,

renovation thereof for an owner, tenant, management company, or 3rd party contractor. Such individuals shall be “full time” (averaging at least twenty (20) hours per week). For the purposes of proving up jobs, a certification in the form attached as Exhibit “G” executed by any contractor, tract owner, tenant, 3rd party management company, or other employee with employees assigned to jobs at the Property is deemed acceptable (and the Company has no duty to investigate). A job at any time during the development or operation of the Project counts toward the goal, even though the job is related to a portion of the Project and may not continue throughout the development process or the employer employing the individual later terminates that individual for any reason whatsoever. The SEDC acknowledges that the Company is not a direct employer. The SEDC will accept in lieu of 3rd party certification, the certification of a qualified 3rd party consultant, reasonably acceptable to the SEDC, with experience in economic development and job creation, to the effect that, after investigation, it is their professional opinion that the Project has met the goal of job creation. Once acceptable by the SEDC, the jobs goal is satisfied, and not subject to audit.

(7) “Open for Business” means that the applicable portion of the Project is under roof and air-conditioned and heated is open for full-time business operations for all retail, general commercial, dining, extended stay hotel, and boutique hotel portions of the Project.

SECTION 4. TERM

This Agreement shall become enforceable upon the Effective Date and will terminate on the first to occur upon the: receipt by the Company of the Economic Development Grant Payment; or, the termination of this Agreement as provided for herein (the “Term”). However, the Term shall not exceed ten (10) years from the Effective Date, at which time this Agreement shall automatically expire unless extended in writing approved by both Parties.

SECTION 5. THE COMPANY’S PERFORMANCE CRITERIA

The Company must satisfy and provide proof to the Board that the following have been accomplished in order to receive the Economic Development Grant Payments, with such performance criteria being certified by the Company as provided in this Agreement, including the Capital Investment and Job Creation Certification form attached to this Agreement as Exhibit “B”, which shall be executed and delivered concurrently with this Agreement:

- (1) Completion of construction of the rerouting of the Repsdorph drainage system on the Property as evidenced by the issuance of all applicable approvals for such rerouting, including a Certificate of Occupancy issued by the City or equivalent documents issued by an applicable entity having jurisdiction or oversight of the rerouting (applicable for the 1st payment);
- (2) The Company has done all of the following:
 - (a) Created at least five hundred (500) Jobs;
 - (b) Received a Certificate of Occupancy for the Hotel, conference center, and ten thousand square feet (10,000sqft) of restaurant space of the Company Facility; and,
 - (c) The Company Facility shall have been built in substantial accordance with all applicable City codes and other applicable laws, including Atlas 14 (applicable for the 2nd payment).

SECTION 6. ECONOMIC DEVELOPMENT GRANT PAYMENTS

A. Subject to the Company's satisfaction of the performance criteria set forth in Section 5 above, the SEDC shall be obligated to reimburse to the Company a portion of the Reimbursable Value as an Economic Development Grant Payment in an amount up to but not to exceed two million dollars (\$2,000,000), and in the manner provided in Section 6.B. below. In no event shall the SEDC be required to make any Economic Development Grant Payment to the Company except as provided herein, and subject to satisfaction of the conditions set forth above. The obligations contained in this Agreement shall cease upon payment in full to the Company of the Economic Development Grant Payment, or the expiration of the Term, whichever occurs first.

B. The Economic Development Grant Payment shall be made in two (2) disbursements: the first disbursement shall be the lower of five hundred fifty thousand dollars (\$550,000) or fifty percent (50%) of the costs to the Company for the re-routing of the Repsdorph drainage system on the Property and shall be paid to the Company within ten (10) days completion of such re-route as specified in Section 5(1) above; and, the second disbursement shall be paid to the Company within ten (10) days of completion of the Hotel, conference center, and ten thousand square feet (10,000sqft) of restaurant space of the Company Facilities as specified in Section 5(2) above, and with the second disbursement to be an amount not to exceed two million dollars (\$2,000,000) less the first disbursement.

C. A delay in the payment of the Economic Development Grant Payment by the SEDC due to a delay in receiving any sales tax revenues or sales and use tax information from the Texas Comptroller shall not be considered a default on the part of the SEDC so long as the SEDC uses reasonable efforts to obtain such sales tax revenues or sales and use tax information and make the Economic Development Grant Payment to Company within thirty (30) days after the receipt of such sales tax revenues or sales and use tax information from the Texas Comptroller.

D. In order to assist the SEDC in its accounting of the Economic Development Grant Payment, the Company shall sign and submit to the SEDC and maintain during the Term, the Waiver of Sales Tax Confidentiality form attached as Exhibit "C", or other similar form required by the Texas Comptroller as may be required from time to time during the Term to permit the release of sales tax information relating to the Company Facility.

SECTION 7. THE COMPANY'S COVENANTS, WARRANTIES, AND OBLIGATIONS

The Company hereby makes the following covenants and warranties to the SEDC, and agrees to timely and fully perform the following obligations and duties:

(1) The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement;

(2) The execution of this Agreement has been duly authorized by the Company, and the corporate officer signing this Agreement is an officer of the Company, empowered to execute this Agreement and bind the Company, with said authorization, signing, and binding effect is not in contravention of any law, rule, or regulation, or of the provisions of the Company's articles of incorporation, bylaws, or of any agreement or instrument to which the Company is a party or by which it may be bound;

(3) The execution and performance of this Agreement by the Company constitutes its valid and binding obligation, subject to the terms and conditions set forth in this Agreement;

(4) As of the date of this Agreement, no litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business, properties, or operation; and no consent, approval, or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby;

(5) There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Company has not been informed of any potential involuntary bankruptcy proceedings;

(6) The Company shall pay all state and local taxes due and owing by the Company to all taxing authorities having jurisdiction over the Property prior to delinquency (provided, however, the Company retains the right to timely and properly protest and contest any such taxes and so long as the Company is timely and properly protesting or contesting the same it shall not be in default hereunder);

(7) In the event of bankruptcy, receivership, or closure or cessation of operations at the Company Facility, the Company shall maintain the Company Facility in good condition and in compliance with applicable building and property maintenance codes and ordinances;

(8) The Company shall not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled, and shall refrain from violating any applicable local, state, and federal law which may have a material adverse effect on the City's or the SEDC's reputation by virtue of the City's or the SEDC's relationship with Company;

(9) The Company acknowledges that for contracts needing City or SEDC approval, that the City or the SEDC may not accept or enter into a contract until it has received from the Company a completed, signed, and notarized Texas Ethics Commission (the "TEC") Form 1295 from the Company complete with a certificate number assigned by the TEC, pursuant to Texas Government Code Chapter 2252 and the rules promulgated thereunder by the TEC, with a copy of the TEC Form 1295 attached hereto as Exhibit "D";

(10) Pursuant to Chapter 2264 of the Texas Government Code, the Company certifies that as of the Effective Date of this Agreement and throughout the Term, the Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in §2264.001 of the Texas Government Code), and if the Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. §1324a(f) occurring during the Term of this Agreement, the Company shall repay to the SEDC the total amount of the Economic Development Grant Payment paid to the Company under this Agreement, plus interest at agreed rate not later than the one hundred twentieth (120th) day after the date the SEDC notifies the Company of the violation; and it is agreed that for purposes of this subsection, but only if permissible under Chapter 2264 of the Texas Government Code, that:

(a) For the purposes of this Section, “Company’s business” shall be limited to the Company’s business in Seabrook, Texas;

(b) The Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom the Company contracts;

(c) Neither the Company nor its business, or branch, division, or department thereof, shall be deemed to have been “convicted of a violation” until all appeals have been exhausted and/or the time for all appeals has expired; and,

(d) The date that “SEDC notifies the Company of the violation” may not be earlier than the date that the Company has been “convicted of a violation” as provided in the immediately preceding subsection; and,

(11) For purposes of this Section “agreed rate” shall mean the lesser of:

(a) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers, or

(b) the highest lawful rate.

SECTION 8. DEFAULT

A. The following shall constitute a default by the Company under this Agreement (a “Company Default”):

(1) The appointment of a receiver of the Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the Company as bankrupt.

(3) The filing by the Company of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the Company.

(5) Upon the expiration of the notice and cure period set forth below, a breach of any material covenant set forth herein.

B. The following shall constitute a default by the SEDC under this Agreement (a “SEDC Default”):

(1) The appointment of a receiver of the SEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the SEDC as bankrupt.

(3) The filing by the SEDC of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the SEDC.

(5) Upon the expiration of the notice and cure period set forth below, the SEDC's failure to pay any Economic Development Grant Payment to the Company in accordance with this Agreement.

(6) Upon the expiration of the notice and cure period set forth below, a breach of the SEDC's obligations set forth in this Agreement.

C. In the event of the occurrence of a breach or default by a Party under this Agreement, as applicable, the non-defaulting Party shall give written notice to the other Parties of such default, and the actions necessary to cure such alleged default, and the defaulting Party shall have sixty (60) days thereafter to cure said default or if the defaulting Party is diligently pursuing the cure of such default but such default is not reasonably curable within sixty (60) days, then the defaulting Party shall have such additional amount of time as is reasonably necessary to cure such default but no more than one hundred eighty (180) additional days. Should a default or breach as described herein, remain uncured after such cure period it shall constitute a Company Default or SEDC Default, as applicable, and the non-defaulting Party shall have the right to exercise the remedies set forth below.

SECTION 9. REMEDIES.

A. Upon the occurrence of a Company Default, the SEDC shall have the right to terminate this Agreement by written notice to the Company, in which event the SEDC shall have no obligation to make any future Economic Development Grant Payment to the Company under this Agreement.

B. Upon the occurrence of a SEDC Default, the Company shall have the right to terminate this Agreement by written notice to the SEDC, in which event the Company shall have no further obligations under this Agreement.

C. In addition, and without terminating this Agreement, any Party shall further have the power to enforce specific performance to collect amounts owing by the other Parties under this Agreement or to otherwise compel the other Parties to perform their obligations under this Agreement. Further, any Party shall have the right to bring an action for a declaratory judgment.

D. The SEDC shall be entitled to a refund of any portion of or all Economic Development Grant Payments made to the Company, except as otherwise provided herein, and further provided that the SEDC shall be entitled to recapture any portion of or all Economic Development Grant Payments which were made based upon materially false or fraudulent information certified to or provided by the Company and for which the Company would not otherwise have been entitled. No action shall lie for damages against the Company except that the SEDC shall be entitled to

any action to recover any amounts owed by the Company as provided in the foregoing sentence.

E. Upon the occurrence of a SEDC Default, the Company has the right to bring any action to recover any amounts owed to it under this Agreement plus interest from the date due at the agreed amount. In addition, the Company shall have the right to seek a judicial declaration of the appropriate amount of the Economic Development Grant Payment owing to the Company by the SEDC under this Agreement.

F. THE SEDC DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITIES THAT IT MAY HAVE AS NOW EXIST OR MAY BE CREATED UNDER ANY APPLICABLE LAW OR JUDGEMENT.

G. THE SEDC ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT AS A PROPRIETARY ACTION, AND THAT BUT FOR THE ECONOMIC DEVELOPMENT GRANT PAYMENT, THE COMPANY WOULD NOT DEVELOP THE COMPANY FACILITY, AND SPECIFICALLY WOULD NOT PERFORM THE REPSDORPH DRAINAGE RE-ROUTING OR BUILD THE CONVENTION CENTER.

H. If any legal action or proceeding is commenced by any Party to enforce the provisions of this Agreement or to recover any damages permitted under this Agreement from the breaching Party, the Party entitled to relief shall additionally recover its reasonable legal fees and costs.

I. The sole and exclusive remedies of the Company for a breach by the SEDC under this Agreement shall be those expressly provided for in this Agreement and the Company hereby waives any other remedies under law or in equity.

J. A Party shall not be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of an event of Force Majeure, but only for so long as the event of Force Majeure reasonably delays, disrupts or prevents performance.

K. Any delay for any amount of time by a Party in providing notice of default to the other Party shall in no event be deemed or constitute a waiver of such default by such non-defaulting Party of any of its rights and remedies available in law or in equity.

L. Any waiver granted by one Party to another Party shall not be deemed or constitute a waiver of any other existing or future default by such Party or of a subsequent default of the same act or event.

SECTION 10. LIABILITY LIMITATIONS OF THE SEDC

The SEDC is making payments under this Agreement solely and exclusively from the sales tax revenues it receives from the Texas Comptroller and such funds are not financed and will not be financed or otherwise paid from any other source. Under no circumstances shall the obligations of the SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS

A. Changes in Law. Should a change in law prevent or prohibit the SEDC from complying with or making any payments under this Agreement, the Parties agree to terminate this Agreement; provided, however, that, to the extent feasible and permitted by applicable law, the Parties agree to work together in good faith to modify this Agreement or enter into a new agreement or otherwise provide the Company with a remedy or reasonably equivalent value to otherwise accomplish the purpose of this Agreement, and if the Parties do not agree, then a court may equitably reform this Agreement.

B. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

C. Assignment, Sale, Merger, or Transfer. Except as provided below, the Company may not assign all or part of its rights under this Agreement to a third party, or otherwise sell, merge, or transfer substantially all its then owned assets to another entity (each, a "Transfer"), without written notice of a Transfer provided by the Company to the SEDC at least thirty (30) days prior to a Transfer. The SEDC will not unreasonably withhold its approval of a Transfer. Notwithstanding the foregoing, with notice only and no requirement of prior approval by the SEDC: (i) the Company may assign this Agreement to an entity newly created as part of the financing of the Company and which is controlled by Ian Hancock; and, (ii) the Company may collaterally assign this Agreement to a lender for the Company Facility. Additionally, the SEDC will not unreasonably withhold its approval and execution of an estoppel letter addressed to the lender confirming the validity of this Agreement, stating that no default exists under this Agreement, and acknowledging the collateral assignment.

D. Notice. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. Any notice or other communication (the "Notice") given under this Agreement shall be in writing, and may be given:

- (1) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested;
- (2) by personal delivery of the Notice to the Party;
- (3) by depositing the Notice with Federal Express or another nationally recognized courier service for next day delivery;
- (4) by electronic delivery of the Notice to an e-mail address provided by each Party; or,
- (5) by confirmed facsimile, at a number provided by each Party, only if a copy of the Notice is also given in one of the manners specified in (1), (2), (3), or (4).

E. Notice Contact Information. Unless changed as approved in writing by all Parties, for the purposes of the Notice, the contact information of the Parties is as follows:

For the SEDC:

Seabrook Economic Development Corp.
Attn: Executive Director
1701 1st Street
Seabrook, Texas 77586

For the Company:

Seabrook Plaza One, LP
Attn: Ian Hancock
8125 N. Sam Houston Pkwy, Unit C
Houston, Texas 77064

With Copy to:

Wilson Cribbs + Goren
Attn: Reid Wilson
West Loop South Suite 800
Houston, Texas 77027

F. Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against, either Party based on draftsmanship.

G. Relationship of the Parties. This Agreement shall not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither Party, nor either's past, present, or future elected officials, officers, directors, employees, or agents, assume any responsibility or liability to any third party in connection with the development of the Property or the design, construction, or operation of any portion of the Property.

H. Applicable Law and Venue. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas without regard to any conflicts of law provision, and venue will lie in a state district court in Harris County, Texas. The Parties consent to, and waive any objection to, in person jurisdiction in Harris County, Texas.

I. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect under present or future laws, the remainder of this Agreement shall not be affected so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable, is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable, and effects the intent, purpose, and benefits of this Agreement.

J. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

K. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

L. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which will constitute the same instrument. A signature transmitted by facsimile or email will be deemed to be an original signature for all purposes. As used in this Section, "signature" includes an electronic signature.

M. Exhibits. The following exhibits are attached to and incorporated into this Agreement and made a part of this Agreement for all purposes as if they were set forth herein in their entirety: Exhibit A – Description of Property; Exhibit B – Certificate Regarding Capital Investment and Jobs; Exhibit C – Disclosure of Confidential Information; Exhibit D – Form 1295; Exhibit E – Resolution; Exhibit F – Reimbursable Value Calculation Sheet; and, Exhibit G – Job Creation Certification Form.

N. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary, agreements between the Parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement

cannot be modified or amended without a written agreement of the Parties.

O. Confidentiality. This Agreement is subject to the Texas Public Information Act and will be considered "public information" after consideration by the SEDC at a posted meeting by either body. However, the SEDC will use all appropriate measures to keep the information contained in and related to this Agreement confidential until such time as the Texas Public Information Act requires the SEDC to disclose the applicable contents of this Agreement. To the maximum extent permitted by law, the SEDC and its respective elected officials, officers, directors, employees, agents, and contractors retained to perform economic development services for the SEDC (the "SEDC Related Parties"): (i) shall use all appropriate measures to maintain the confidentiality of all sales tax information filed by the Company and/or its respective tenants, subtenants and/or licensees, as applicable, with the State of Texas and all other information regarding the Sales Tax Revenue generated by the Property; (ii) shall treat as confidential any other proprietary or financial information of the Company and/or its respective tenants, subtenants, and/or licensees and shall not release any of the foregoing information to the public, unless required by law or court order. The SEDC shall notify the Company as a third-party under the Texas Public Information Act of requests, Attorney General Opinions, and court orders to release such information pursuant to the Texas Public Information Act. The SEDC shall be permitted to disclose the foregoing information to the SEDC Related Parties as the SEDC, in its discretion deems appropriate in furtherance of the purposes of this Agreement, so long as such disclosure is made subject to compliance by such SEDC Related Parties with the terms of this Section. This Section is not meant to prevent the SEDC from complying with the Texas Public Information Act, as it may be amended.

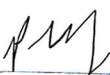
P. Time is of the essence in this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, enter into and execute this Agreement effective as of the dates set forth below.

FOR: THE SEDC

Seabrook Economic Development Corp.


Name [Signature]

Paul Dunphey

Name [Printed]

EDC Chair

Title

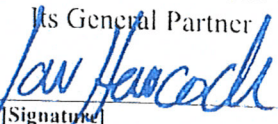
09 / 27 / 2023

Date

FOR: THE COMPANY

Seabrook Plaza One, L.P.

By: Seabrook Plaza One GP, L.L.C.,
Its General Partner


Name [Signature]

Ian Hancock

Name [Printed]

Manager

Title

9/25/2023

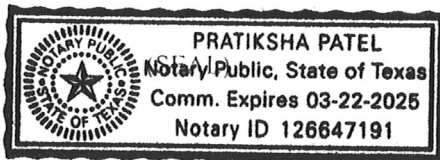
Date

ACKNOWLEDGEMENTS

FOR THE SEDC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of September 2023,
by Paul Dunphey, EDC Chair of Seabrook EDC,
Name Position/Title Entity Name
for and on behalf of said Entity.



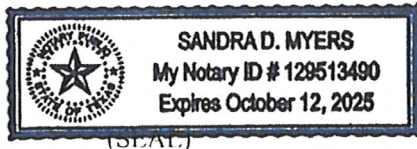
Pratiksha Patel
Notary Public in and for the State of Texas

My Commission Expires: 3/22/2025

FOR THE COMPANY

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 25th day of September 2023, by
Ian Hancock, Manager of Seabrook Plaza One GP, L.L.C., a Texas limited liability company, General Partner
of Seabrook Plaza One, L.P., a Texas limited partnership, for and on behalf of said Entities.



Sandra Myers
Notary Public in and for the State of Texas

My Commission Expires: 10/12/2025

EXHIBIT A – DESCRIPTION OF PROPERTY

SEABROOK PLAZA

METES AND BOUNDS DESCRIPTION OF 11.119 ACRES OF LAND IN THE RITSON MORRIS SURVEY, ABSTRACT NUMBER 52 CITY OF SEABROOK HARRIS COUNTY, TEXAS

BEING 11.119 acres of land in the Ritson Morris Survey, Abstract Number 52, Harris County, Texas, being all of the called 1.8819 acre tract of land described in the deed from Marker 1, Ltd. to Endeavor Lofts Clear Lake LP recorded in File Number Z279237 of the Official Public Records of Harris County, Texas, the same being Restricted Reserve "A", of MARKER 1 ADDITION, the plat thereof recorded in Film Code 513034 of the Harris County Map Records, additionally with a portion of the called 5.7470 acre tract of land described in the deed from Endeavour Marina Clear Lake LP to Lamrock 3/2001 LP recorded in File Number 20070236698 of the Official Public Records of Harris County, Texas, and a portion of the called 2.8408 acre tract of land described in the deed from ENDEAVOUR LOFTS CLEAR LAKE LP to Lamrock 3/2001 LP recorded in File Number RP-2020-130148 of the Official Public Records of Harris County, Texas, said called 5.7470 acre tract and 2.8408 acre tract being portions of Lot One, Block One of said MARKER 1 ADDITION, the plat thereof recorded in Film Code 513034 of the Harris County Map Records, together with all of the called 1.777 acre tract of land described in the deed from ENDEAVOR LOFTS CLEAR LAKE LP to LAMROCK 3/2001 LP recorded in File Number RP-2020-13580 of the Official Public Records of Harris County, Texas, combined with all of the called 1.737 acre tract of land ("Tract I") and the called 1.587 acre tract of land ("Tract II") described in the deed from Celox, LLC to Lamrock 3/2001 LP recorded in File Number 20070130413 of the Official Public Records of Harris County, Texas, along with a portion of the 60-foot wide road dedicated by REPSDORPH SUBDIVISION according to the plat thereof recorded under Volume 18, Page 63 of the Map Records of Harris County, Texas, said road dedication later released to Allen Repsdorph et al. under Volume 1482, Page 239 of the Deed Records of Harris County, Texas, said 11.119 acre tract being more particularly described by metes and bounds as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a 2-inch pipe found for the northwest corner of said called 1.587 acre tract and the northwest corner of the herein described tract, also being the northeast corner of NATCHEZ LANDING TOWNHOMES, the plat thereof recorded in Volume 166, Page 63 and Volume 215, Page 490 of the Harris County Map Records, being on the southwesterly right-of-way line of NASA PARKWAY (NASA ROAD 1 – FM 528) (110-foot wide) described in File Numbers R582454, R661073, R768318, S257257 and S257258, of the Official Public Records of Harris County, Texas, and being on the arc of a curve to the right;

THENCE, in a southeasterly direction, with said southwesterly right-of-way line of NASA Road 1 and with said curve to the right, having a radius of 899.93 feet, a central angle of 24° 48' 25", a chord bearing and distance of South 49° 17' 47" East - 386.60 feet, and an arc distance of 389.64 feet, to a TxDOT monument (disturbed) found for the end of said curve;

THENCE South 36° 47' 19" East - 160.15 feet, continuing with said southwesterly right-of-way line of NASA Road 1, to a 5/8-inch iron rod with cap stamped "IDS" set for the northeast corner of said Restricted Reserve "A" of MARKER 1 ADDITION;

THENCE South 37° 20' 38" East - 74.86 feet, continuing with said southwesterly right-of-way line of NASA Road 1, to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

THENCE South 15° 55' 50" West - 44.64 feet to a 1/2-inch iron rod with cap stamped "RPLS 1455" found for the most westerly northwest corner of said Lot One, Block One of MARKER 1 ADDITION and an angle corner of the herein described tract;

THENCE North 79° 29' 11" East - 40.10 feet, with a northerly line of said Lot One, Block One of MARKER 1 ADDITION, to a 5/8-inch iron rod with cap stamped "IDS" set for the most northerly northwest corner of said Lot One, Block One of MARKER 1 ADDITION, and an angle corner of the herein described tract, and being on the southwesterly right-of-way line of said NASA PARKWAY (NASA ROAD 1 – FM 528)

THENCE South 36° 58' 20" East - 340.18 feet, continuing with said southwesterly right-of-way line of said NASA Road 1, to an "X" in concrete set for the east corner of the herein described tract;

THENCE, across said Lot One, Block One of MARKER 1 ADDITION, the following courses, and distances:

South 53° 04' 24" West - 108.86 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

South 13° 32' 50" West - 288.63 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

North 76° 20' 10" West - 10.78 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

South 13° 26' 47" West - 34.53 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

North 76° 46' 43" West - 5.16 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

South 13° 16' 37" West - 44.57 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle corner of the herein described tract;

South 75° 34' 08" East - 15.69 feet to a 5/8-inch iron rod with cap stamped "IDS" set for an angle

corner of the herein described tract;

South 13° 31' 22" West - 50.71 feet to a point for the southeasterly corner of the herein described tract, said point being in the Meander Line of Mean Higher High Water established on August 7, 2000, as shown on the Surveyor's Report: Harris Co. Art. 33.136, Sketch No. 2, Filed July 2, 2001;

THENCE with said Meander Line the following courses, and distances:

North 41° 10' 33" West - 10.94 feet to a point;

North 80° 39' 52" West - 5.16 feet to a point;

North 31° 37' 27" West - 16.53 feet to a point;

North 43° 04' 50" West - 16.79 feet to a point;

North 27° 51' 32" West - 14.01 feet to a point;

North 70° 44' 59" West - 11.05 feet to a point;

North 44° 52' 28" West - 17.63 feet to a point;

North 29° 38' 41" West - 12.20 feet to a point;

North 24° 56' 31" West - 14.93 feet to a point;

North 41° 26' 15" West - 8.39 feet to a point;

North 55° 00' 42" West - 8.85 feet to a point;

North 55° 58' 00" West - 3.37 feet to a point;

North 41° 11' 53" West - 2.56 feet to a point;

North 58° 07' 27" West - 1.80 feet to a point;

North 67° 02' 47" West - 10.31 feet to a point;

North 57° 06' 17" West - 13.52 feet to a point;

North 30° 49' 39" West - 9.82 feet to a point;

North 53° 57' 08" West - 26.77 feet to a point;

North 56° 53' 40" West - 28.61 feet to a point;

North 54° 41' 08" West - 16.91 feet to a point;
North 57° 49' 48" West - 15.33 feet to a point;
North 60° 56' 37" West - 16.59 feet to a point;
North 63° 57' 05" West - 11.57 feet to a point;
North 63° 57' 05" West - 2.67 feet to a point;
South 69° 20' 10" West - 2.86 feet to a point;
North 54° 04' 36" West - 4.54 feet to a point;
North 32° 01' 33" West - 3.73 feet to a point;
North 50° 27' 47" West - 24.58 feet to a point;
North 21° 34' 44" West - 30.14 feet to a point;
North 07° 40' 42" East - 6.68 feet to a point;
North 31° 27' 50" East - 14.63 feet to a point;
North 11° 21' 32" East - 8.38 feet to a point;
North 06° 14' 11" West - 10.88 feet to a point;

North 19° 52' 19" West - 9.13 feet to a point;
North 19° 52' 19" West - 3.68 feet to a point;
North 37° 10' 35" West - 10.14 feet to a point;
North 25° 01' 52" West - 14.36 feet to a point;
North 53° 22' 50" West - 21.04 feet to a point;
North 54° 34' 41" West - 32.70 feet to a point;
North 55° 46' 09" West - 33.10 feet to a point;
North 53° 12' 15" West - 21.37 feet to a point;
North 65° 15' 17" West - 18.97 feet to a point;

North 74° 49' 40" West - 7.61 feet to a point;

South 37° 28' 09" West - 26.81 feet to a point;

North 37° 26' 49" West - 144.33 feet to a point;

North 30° 29' 29" West - 176.98 feet to a point;

North 20° 48' 49" East - 38.54 feet to a point;

North 53° 07' 36" West - 63.70 feet to a point;

North 42° 27' 42" West - 9.47 feet to a point;

North 54° 38' 26" West - 20.45 feet to a point;

North 60° 33' 54" West - 44.92 feet, to the southeast corner of said NATCHEZ LANDING TOWNHOMES, the southwest corner of said called 1.587 acre tract and the southwest corner of the herein described tract;

THENCE North 21° 34' 52" East - 514.61 feet, with the line common to said NATCHEZ LANDING TOWNHOMES and the herein described tract, to the POINT OF BEGINNING of the herein described tract and containing 11.119 acres of land.

EXHIBIT B – CAPITAL INVESTMENT AND JOBS CERTIFICATION

Re: ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND AMONG THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION AND SEABROOK PLAZA ONE, LP.

This Capital Investment and Jobs Certification is being delivered by Seabrook Plaza One, LP (the “Company”) in connection with that certain Economic Development Agreement made by and among the Seabrook Economic Development Corporation (the “SEDC”), and the Company effective as of _____, 2023 (the “Agreement”). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned hereby certifies to the SEDC that:

1. I am a duly authorized representative of the Company to execute this Capital Investment and Jobs Certification document.
2. The Company will make a Capital Investment (as defined in the Agreement) of not less one hundred twenty-nine million dollars (\$129,000,000) in addition to generating, directly or indirectly, future taxable revenue estimated to be more than sixty-two million one hundred thousand dollars (\$62,100,000) throughout the Term of the Agreement on the approximately eleven (11) acres of primarily undeveloped land generally located south of the 3500 Block of NASA Parkway, Seabrook, Texas 77586 (the “Property”); including, without limitation, hard and soft construction costs relating to the Company’s facilities on the Property, necessary off-site improvements, and the costs for the re-routing of the Repsdorph drainage system on the Property.
3. The Company will create or cause to be created at least five hundred (500) Jobs (as defined in the Agreement) related to the Company Facility as described in the Agreement, as evidenced by 3rd party certification(s) in the form attached to the Agreement as Exhibit G.

SEABROOK PLAZA ONE, LP

BY:

NAME – SIGNATURE

NAME – PRINTED

TITLE

DATE _____ 2023

EXHIBIT C – DISCLOSURE OF CONFIDENTIAL TAX INFORMATION
AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

This Agreement for Disclosure of Confidential Tax Information (this “Agreement”) is entered into by and among the Seabrook Economic Development Corporation (the “SEDC”), and Seabrook Plaza One, LP (the “Taxpayer”) for the purposes indicated herein.

The undersigned Taxpayer hereby authorizes the Texas Comptroller’s Office to release and disclose to the City any and all sales and use tax information pertaining to Taxpayer’s business in the approximately eleven (11) acres of primarily undeveloped land generally located south of the 3500 Block of NASA Parkway, Seabrook, Texas 77586 (the “Property”).

The undersigned Taxpayer understands and agrees that this release will be made by the Texas Comptroller’s Office to the SEDC on an ongoing monthly basis beginning on the date this Agreement is executed. Taxpayer waives any and all rights of confidentiality of tax information under Sections 111.006, 151.027 of the Texas Tax Code to the extent, and only to the extent, necessary to permit the Texas Comptroller’s Office to release and disclose Taxpayer’s sales and use tax information as provided in this Agreement.

The SEDC agrees that it will use the sales and use tax information disclosed by the Texas Comptroller pursuant to this Agreement solely and exclusively for the purposes under that certain Economic Development Agreement by and among the SEDC and the Taxpayer dated _____, 2023, and subject to the terms thereof.

This Agreement is entered into in the State of Texas, and Texas law will apply to its interpretation and enforcement.

SIGNED AND AGREED TO on this ____ day of _____, 202__

Name of Taxpayer Listed on Texas Sales Tax Permit

Name Under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

Taxpayer Mailing Address

Physical Location of Business Permitted for Sales Tax

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO DISCLOSURE OF CONFIDENTIAL TAX INFORMATION
AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

THE TAXPAYER

THE SEDC

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Title

Title

Date

Date

EXHIBIT D – FORM 1295

EXHIBIT E – RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPROVING A PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION UNDER TEXAS LOCAL GOVERNMENT CODE SECTION 505.158.

* * * * *

WHEREAS, the City Council of the City of Seabrook, Texas (the “Council”) finds that the Seabrook Economic Development Corporation (the “SEDC”) is a duly formed organization in the State of Texas and that its purpose is to enhance the economic well being of the City of Seabrook (the “City”) and its citizens; and

WHEREAS, the Council finds that the SEDC’s proposed project – that includes the SEDC’s provision of expenditures in an amount not to exceed two million dollars (\$2,000,000) to reimburse Seabrook Plaza One, LLC for costs to develop, construct, open, operate, and maintain a hotel, conference center of at least ten thousand square feet (10,000sqft), high density residential, and retail facility that includes at least ten thousand square feet (10,000sqft) of restaurant space, as more particularly described in the Planned Unit Development approved by the City through Ordinance No. 2024-04, and as part of such development to relocate the existing Repsdorph Road drainage system south of NASA Road One (the “Project”) – would promote new or expanded business development in and around the City; and

WHEREAS, the Council supports the SEDC’s involvement with the Project and supports the actions that the SEDC Board of Directors may take to effectuate the Project; and **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEABROOK:

SECTION 1. THAT the Recitals to this Resolution are found to be true and correct and are incorporated herein for all intents and purposes.

SECTION 2. THAT the Council hereby finds and approves the SEDC’s Project, with the Project being more particularly described in Exhibit A attached to and incorporated into this Resolution for all purposes.

SECTION 3. THAT the Council hereby finds and approves the SEDC’s Performance Agreement with Seabrook Plaza One, LLC related to the Project, with the Performance Agreement attached to an incorporated into this Resolution as Exhibit B.

PASSED, APPROVED, and RESOLVED on first reading on _____.

PASSED, APPROVED, and RESOLVED on second reading on _____.

EXHIBIT F – REIMBURSEABLE VALUE CALCULATION SHEET

I. First Payment (Repsdorph Drainage)

Total Drainage Project Cost x .5 = 1st Payment to the Company, but not to exceed \$550,000.00

II. Second Payment (Final)

\$2,000,000 – First Payment = 2nd Payment to the Company

EXHIBIT G – JOB CREATION CERTIFICATION FORM

Re: ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND AMONG THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION AND SEABROOK PLAZA ONE, LP.

This Job Certification is being delivered by _____ (the “Company”) in connection with that certain Economic Development Agreement made by and among the Seabrook Economic Development Corporation (the “SEDC”), and Seabrook Plaza One, LP. effective as of _____, 2023 (the “Agreement”). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned hereby certifies to the SEDC that:

1. I am a duly authorized representative of the Company to execute this Job Certification.
2. This certification is made regarding the Margaritaville Resort Seabrook/Clear Lake, located at the 3500 Block of NASA Parkway, Seabrook, Texas 77586 (the “Property”).
3. The Company’s relationship to the Property is as follows:

4. The Company will create or cause to be created at least _____ (_____) Jobs (as defined in the Agreement) related to the Company Facility, as described in the Agreement.

BY: _____
NAME – SIGNATURE

NAME – PRINTED

TITLE

DATE _____