



City of Freeport
Special Meeting and/or Executive Session Agenda

This meeting will be live streamed via YouTube Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas> or by visiting <https://www.youtube.com/@cityoffreeporttx8375/streams>

Wednesday, April 15, 2026, 6:00 PM | Council Chamber | 430 North Brazosport Blvd., Freeport, Texas 77541

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Freeport City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Freeport City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that cell phones be turned off or set to vibrate. Members of the audience are requested to step outside to conduct a phone conversation. The Council Chamber is wheelchair accessible and special parking is available outside the building. If special accommodation is required, please contact the City Secretary a minimum of 72 hours in advance at 979-233-3526.

1: Call to Order:

- 1A. Call to Order - Jerry Cain, Mayor
- 1B. Invocation - Councilman
- 1C. Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.
- 1D. Matters Subsequent to Posting.
- 1E. Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

2: Business

- 2A. First reading: Consideration and possible action approving Resolution No. 2026-3042 for an EDC Settlement Agreement.(Dr. Danielle Kelly)

3: Executive Session

The City Council may take action on any Executive Session item posted. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legal posted agenda item, when the City Council seeks advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

4: Reconvene into Open Session:

4A. Take any action resulting from Executive Session.

5: Adjournment

5A. Adjournment – Jerry Cain, Mayor

Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code).

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to consult with the city attorney or discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), but cannot vote or take action on any item unless it is set forth above in this agenda. 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport, Texas, 3 business days prior to meeting. In accordance with Open Meetings Act.

Clarisa Fernandez,
City Secretary, City of Freeport, Texas





City Council Agenda Item #[2.A]

Title: First reading: Consideration and possible action approving Resolution No. 2026-3042 for an EDC Settlement Agreement.

Date: April 15, 2026

From: Dr. Danielle Kelly

Staff Recommendation:

Discuss and take possible action regarding approval of a Settlement and Release Agreement between the Freeport Economic Development Corporation (FEDC), GL&L Holdings, LLC (GL&L), and AMG Texas Capital, LLC (AMG).

Item Summary:

The proposed agreement resolves outstanding property ownership and development disputes involving multiple lots within the Velasco Townsite and establishes a path forward for infrastructure completion and residential development. Under the agreement, FEDC conveys property interests to GL&L and AMG, and in return, the developers commit to completing required infrastructure improvements and constructing residential units in accordance with City standards. The agreement includes a defined completion deadline of December 31, 2027, with liquidated damages assessed for failure to meet that deadline. The agreement also includes mutual releases of claims among the parties, dismissal of pending litigation, and provisions ensuring clear title, tax responsibility, and lien resolution.

Background Information:

The proposed agreement is intended to resolve long-standing disputes related to property reversion, foreclosure actions, and competing ownership interests across multiple lots within the Velasco Townsite. It consolidates obligations between FEDC, GL&L, and AMG into a single enforceable framework that facilitates infrastructure completion and residential development. The City Council considered a prior version of the agreement at its February 17, 2026 meeting. Following discussion, Council directed staff to pursue additional sureties and clarifications to strengthen accountability, ensure project completion, and improve overall enforceability.

In response to Council's direction, the agreement has been revised and supplemented with the following key changes:



- **Infrastructure Completion Requirements**

The parties agree to complete roadway and related infrastructure improvements (including N. Avenue N and W. Roeller extensions) in accordance with City requirements, with shared cost participation among the parties.

- **Residential Development Obligations**

GL&L and AMG are each responsible for development of specific lots, with all construction required to comply with applicable City and County codes.

- **Project Completion Deadline**

Certificates of Occupancy must be issued for all units by December 31, 2027.

- **Liquidated Damages**

Failure to meet the completion deadline results in liquidated damages of \$500 per day, following a 10-day cure period.

- **Force Majeure and Extension Provisions**

Limited extensions are allowed for documented delays caused by the City or events outside the developer’s control, with strict notice requirements.

Special Considerations: None.

Financial Impact: The costs of completion will be divided as follows:

- i. To FEDC, 50%;
- ii. To AMG, 25%; and
- iii. To GL&L, 25%.

Board or 3rd Party Recommendation: The FEDC agreed to enter into a mediated settlement for the Freeport Economic Development Corporation vs. RWPH Freeport, LLC court case. The FEDC Board voted on February 10, 2026 to recommend approval of the mediated settlement to the Freeport City Council.

Supporting Documentation:

- 1. Council Resolution (2)
- 2. EDC Settlement Agreement (1)

RESOLUTION NO. 2026-3042

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPROVING ECONOMIC DEVELOPMENT PROJECT TO BE ENACTED BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Freeport, Texas is a Home Rule City and a Home Rule Municipality situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, the Freeport Economic Development Corporation (the “EDC”) is a “type B” nonprofit economic development corporation, authorized under Texas Development Corporations Act, Title 12, Section 501.001 et. seq. specifically Chapter 505 of said Act; and,

WHEREAS, the EDC’s specific purpose is to sustain economic development efforts and promote business development in the City; and,

WHEREAS, the City and the EDC have made the specific findings that the EDC may pursue the development projects set forth below, that said projects are authorized by the Texas Development Corporation Act, and that the projects promote economic development within the City of Freeport and satisfy the requirement of serving a public purpose; and,

WHEREAS, prior to passage of this resolution, the City Council conducted two (2) public readings of this resolution, in open session of duly noticed and posted council meetings, and further finds that a duly noticed and posted public hearing was previously held by the EDC on the projects contained herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

FIRST, the City Council of the City of Freeport finds that the facts recited in the preamble hereof are true.

SECOND, the City Council of the City of Freeport hereby approves the following economic development settlement agreement:

1. Settlement agreement between Freeport Economic Development Corporation and RWPH Freeport LLC.;

THIRD, the funds to fund the above projects have been budgeted and no further authorization is required from the City Council for the EDC to implement the above projects.

FOURTH, this resolution shall take effect and be in force from and after its passage and adoption.

READ, PASSED AND ADOPTED this _____ day of _____, 2026.

APPROVED:

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney
City of Freeport, Texas

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into in multiple counterparts effective upon the date last executed by all of the parties to this Agreement (the “Effective Date”).

1. Parties to this Agreement. This Agreement is made and entered into by and among Freeport Economic Development Corporation (“FEDC”), GL&L Holdings, LLC (“GL&L”), and AMG Texas Capital, LLC (“AMG”). FEDC, GL&L, and AMG are collectively referred to as the “Parties.”

2. The Property. The Parties have distinct interests in the real property legally described as:

LOTS 1, 2, 3, 6, 7, 8, 9, 10, 19, AND 24, BLOCK 694, IN THE VELASCO TOWNSITE OF THE CITY OF FREEPORT, TEXAS ACCORDING TO THE MAP OR PLAT OF SAID TOWNSITE RECORDED IN VOLUME 32, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS

and

LOTS 4, 5, 11, and 12, BLOCK 694, IN THE VELASCO TOWNSITE OF THE CITY OF FREEPORT, TEXAS ACCORDING TO THE MAP OR PLAT OF SAID TOWNSITE RECORDED IN VOLUME 32, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS

(collectively, the “Property” and the individual platted lots making up the Property are hereinafter sometimes referred to by lot numbers).

For the purposes of clarity, the Parties’ interests are defined as follows:

- a. FEDC executed a Special Warranty Deed to RWPH Freeport, LLC (“RWPH”) conveying Lots 1, 2, 3, 6, 7, 8, 9, 10, 19, and 24 and a Special Warranty Deed to RWPH conveying Lots 4, 5, 11, and 12. These Special Warranty Deeds were recorded on November 13, 2018 at Instrument

Nos. 2018057542 and 2018057543, respectively, in the Official Public Records of Brazoria County, Texas.

- b. RWPH executed a Deed of Trust to AMG secured by Lots 1, 2, 3, and 4. The Deed of Trust was recorded on March 3, 2020 at Instrument No. 20200011068 in the Official Public Records of Brazoria County, Texas. AMG foreclosed on Lots 1, 2, 3, and 4 by a substitute trustee sale on May 7, 2024, and Lots 1, 2, 3, and 4 were conveyed to AMG by a Substitute Trustee's Deed recorded on May 8, 2024 at Instrument No. 2024019704 in the Official Public Records of Brazoria County, Texas.
- c. RWPH executed a Deed of Trust to GL&L secured by Lots 5 and 6 and a Deed of Trust secured by Lots 7 and 8. These Deeds of Trust were recorded on April 2, 2020 at Instrument Nos. 2020017198 and 2020017191, respectively, in the Official Public Records of Brazoria County, Texas. RWPH executed a Deed of Trust and Security Agreement to GL&L secured by Lots 5, 6, 7, 8, 9, 10, 11, and 12. The Deed of Trust and Security agreement was recorded on April 5, 2021 at Instrument No. 2021020963 in the Official Public Records of Brazoria County, Texas. The Deed of Trust secured by Lots 7 and 8 was renewed and extended by an agreement recorded on June 3, 2021 at Instrument No. 2021036496 in the Official Public Records of Brazoria County, Texas. RWPH executed a Deed in Lieu of Foreclosure to GL&L relating to Lots 5 and 6, a Deed in Lieu of Foreclosure relating to Lots 7 and 8, and a Deed in Lieu of Foreclosure relating to Lots 5, 6, 7, 8, 9, 10, 11,

and 12. These Deeds in Lieu of Foreclosure were recorded on May 14, 2025 at Instrument Nos. 2025022430, 2025022431, and 2025022432, respectively, in the Official Public Records of Brazoria County, Texas.

3. Purpose of Agreement. This Agreement is being entered into to settle any and all known, unknown, past, present, and future claims that were, could have been, or that in the future could be asserted by and between the FEDC, GL&L, and AMG relating in any way to any and all matters that were or could have been alleged or asserted relating to Lots 1, 2, 3, 7, 8, 9, 10, 11, and 12. The remaining Lots 19 and 24 are not addressed by this Agreement.

All such matters are referred to collectively herein as the "Claims."

4. Consideration. The consideration for this Agreement includes the following:

a. FEDC, AMG, and GL&L agree to contract for completion of the roadways, sidewalks, ditches, and culverts and other access routes (including, but not limited to, the construction of the roadway on N. Avenue M and the extension of W. Roeller connecting N. Avenue N and N. Avenue M) in accordance with the requirements stipulated by the City of Freeport as per Exhibit A attached to this Agreement, with AMG and GL&L making the application for the necessary variance with the City of Freeport. The costs of completion will be divided as follows:

i. To GL&L, 25%, to be paid to the contractor at the commencement of construction of the road;

- ii. To AMG, 25%, to be paid to the contractor at the commencement of construction of the road; and
- iii. To FEDC, 50%, to be paid to the contractor at the completion of construction of the road.

The construction of N. Avenue N will be completed within in four (4) weeks after approval of the road construction plans by the City of Freeport, subject to Acts of God, including weather delays. The extension of W. Roeller connecting N. Avenue N and N. Avenue M will be complete within four (4) weeks after the completion of N. Avenue N.

- b. AMG agrees to complete development of Lots 1, 2, 3, and 4 set forth in Exhibit B (AMG's scope of work) according to the published building codes and standards of Brazoria County, Texas, and the City of Freeport and comply with all city and county ordinances.
- c. GL&L agrees to complete development of Lots 5, 6, 7, 8, 9, 10, 11, and 12 set forth in Exhibit C (GL&L's scope of work) according to the published building codes and standards of Brazoria County, Texas, and the City of Freeport and comply with all city and county ordinances.
- d. The developments described in Exhibit B and Exhibit C shall be completed and Certificates of Occupancy issued on all structures by December 31, 2027 "the "CO Deadline"). If either Developer fails to obtain Certificates of Occupancy for their portion of the entire Project by the CO Deadline, such Developer shall pay to FEDC liquidated damages in the amount of Five Hundred **Dollars (\$500.00) per calendar day** for

each calendar day beyond the CO Deadline that the Developer's portion of the Project remains incomplete. Liquidated damages shall begin accruing after a ten (10) calendar day cure period following written notice from the City that the CO Deadline has passed without issuance of the requisite Certificates of Occupancy. The parties acknowledge that:

- i. Actual damages resulting from delay are difficult to quantify;
 - ii. The per-day amount represents a reasonable estimate of administrative, infrastructure, economic development, and opportunity costs to the City; and
 - iii. The liquidated damages are intended as compensation for delay and not as a penalty.
- e. The CO Deadline may be extended only for:
- i. Documented delays directly caused by the City that materially impact construction progress;
 - ii. Force majeure events beyond Developer's reasonable control.
- f. Either Developer must provide written notice within five (5) business days of any event claimed to justify an extension, including an event of Force Majeure. Failure to provide timely notice constitutes waiver of such claim. Developer's obligations under this Agreement shall be suspended for the duration of a Force Majeure event. "Force Majeure" includes all events outside the reasonable control of the Developer, including acts of third-parties such as City inspectors, City permitting office and other regulatory personnel that prevent the Developer from

discharging its duties under this Agreement. Should the delay be caused by an act of any City official, employee or representative, the City may remedy the Force Majeure event and upon doing so, shall give notice to the Developer that the Force Majeure event has been cured. Such notice shall trigger resumption of Developer's duty to perform under the Agreement and end the suspension of such obligations. The suspension of obligations under this provision shall extend the deadline for completion of the Project by the number of days under which the Force Majeure suspended performance.

- g. Within 7 days of the Effective Date of this Agreement, FEDC agrees to execute and record the Special Warranty Deeds attached to this Agreement as Exhibits D and E, conveying Lots 1, 2, 3, and 4 to AMG and Lots 5, 6, 7, 8, 9, 10, 11, and 12 to GL&L, respectively.
- h. FEDC agrees to indemnify AMG and GL&L for any property taxes assessed from the Reversion Date (as such term is hereinafter defined) through the Effective Date of this Agreement.
- i. FEDC agrees to indemnify AMG and GL&L for all city liens, including, but not limited to, weed and mowing liens assessed against the Property from the Reversion Date through the Effective Date of this Agreement.
- j. FEDC agrees to take all reasonably prudent actions in order to provide clear title to all properties conveyed to AMG and GL&L.

- k. This Agreement shall be contingent upon the City of Freeport releasing any and all liens filed against AMG and GL&L for weeding and mowing filed prior to the Effective Date.
- l. FEDC agrees to pay any unpaid property taxes, including delinquencies and/or penalties, if any, incurred prior to the Effective Date, and to represent and defend the interests of AMG and GL&L in any lawsuits filed prior to the Effective Date against AMG and GL&L.
- m. Construction by AMG and GL&L shall follow the schedule set forth in Exhibit F.

The Parties acknowledge and agree that the consideration for this Agreement is sufficient.

5. Acknowledgement of Reversion. AMG and GL&L acknowledge the following:

- a. As to Lots 1, 2, 3, and 4, AMG's security interest and Substitute Trustee's Deed was subject to the right of reversion contained in the Special Warranty Deed from FEDC to RWPH.
- b. As to Lots 5, 6, 7, 8, 9, 10, 11, and 12, GL&L's security interest and conveyance from RWPH was subject to the right of reversion contained in the Special Warranty Deed from FEDC to RWPH.
- c. Pursuant to the reversion clause, Lots 1, 2, 3, 7, and 8 reverted to FEDC as of November 8, 2018 (the "Reversion Date").

6. Release by Freeport Economic Development Corporation. Effective upon the full execution of this Agreement, Freeport Economic Development Corporation, on behalf of themselves and their predecessors, successors, assigns, attorneys, heirs,

and representatives, and all persons claiming by or through any of them, releases, acquits, and forever discharges AMG Texas Capital LLC and GL&L Holdings LLC, as well as their respective predecessors, successors, assigns, attorneys, insurers, agents, officers, directors, employees, and representatives, of and from any and all known and unknown claims, causes of action, demands, damages, remedies, debts, contracts, costs, expenses, losses, and any other claims or causes of action that they have, may have, or ever had against AMG Texas Capital LLC and GL&L Holdings LLC arising from or relating to (i) the Claims and (ii) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, except any obligations arising under this Agreement.

7. Release by AMG Texas Capital LLC. Effective upon the full execution of this Agreement, AMG Texas Capital LLC, on behalf of themselves and their predecessors, successors, assigns, attorneys, heirs, and representatives, and all persons claiming by or through any of them, releases, acquits, and forever discharges Freeport Economic Development Corporation, as well as their respective predecessors, successors, assigns, attorneys, insurers, agents, officers, directors, employees, and representatives, of and from any and all known and unknown claims, causes of action, demands, damages, remedies, debts, contracts, costs, expenses, losses, and any other claims or causes of action that they have, may have, or ever had against Freeport Economic Development Corporation arising from or relating to (i) the Claims and (ii) Lots 1, 2, 3, and 4, except any obligations arising under this Agreement.

8. Release by GL&L Holdings LLC. Effective upon the full execution of this Agreement, GL&L Holdings LLC, on behalf of themselves and their predecessors, successors, assigns, attorneys, heirs, and representatives, and all persons claiming by

or through any of them, releases, acquits, and forever discharges Freeport Economic Development Corporation, as well as their respective predecessors, successors, assigns, attorneys, insurers, agents, officers, directors, employees, and representatives, of and from any and all known and unknown claims, causes of action, demands, damages, remedies, debts, contracts, costs, expenses, losses, and any other claims or causes of action that they have, may have, or ever had against Freeport Economic Development Corporation arising from or relating to (i) the Claims and (ii) Lots 5, 6, 7, 8, 9, 10, 11, and 12, except any obligations arising under this Agreement..

9. Dismissal with Prejudice. Within seven (7) days of the Effective Date of this Agreement:

- a. FEDC and AMG will file an agreed judgment, non-suiting the claims and finding that Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, and 12 reverted to FEDC as of November 8, 2018 in the lawsuit filed under Cause No. 110723CV, in the 412th Judicial District of Brazoria County, Texas. Additionally, FEDC will execute and record a release of the notice of lis pendens recorded at Instrument No. 2023045976 in the Official Public Records of Brazoria County, Texas.
- b. FEDC will take the necessary steps to correct the Brazoria County Tax Roll to reflect FEDC as the owner of the Property from the Reversion Date, through the date of execution of the Special Warranty Deeds attached to this Agreement as Exhibits D and E, conveying Lots 1, 2, 3, and 4 to AMG and Lots 5, 6, 7, 8, 9, 10, 11, and 12 to GL&L.

10. Attorneys' Fees. All attorneys' fees and costs will be borne by the Party or Parties incurring same; provided however, that if any Party brings an action at law or in equity to enforce or seek redress for breach of this Agreement, the prevailing Party in such action shall be entitled to its reasonable attorneys' fees in addition to all other appropriate relief.

11. Warranties and Representations. Each Party hereto represents and warrants as follows:

- a. Before executing this Agreement, he, she, or it became fully informed of the terms, contents, conditions, and effect of this Agreement;
- b. He, she, or it is legally competent to execute this Agreement;
- c. This Agreement is fully and forever binding on each of them;
- d. Before executing this Agreement, the signatories to this Agreement fully informed the necessary persons or entities of the terms, contents, conditions, and effect of this Agreement;
- e. No promise or representation of any kind has been made except as is expressly stated in this Agreement;
- f. In entering this Agreement, he, she, or it has had the benefit of the advice of lawyers of his, her, or its own choosing and is entering into this Agreement freely, by his, her, or its own choice and judgment, and without duress or other influence;
- g. He, she, or it owns the claims being settled and released and has not assigned or transferred the same in whole or part;
- h. He, she, or it understands that this Agreement is a full, final and complete release of the opposing party identified above and that the consideration identified above is the only benefit the Parties shall ever receive from each other in connection with the Lawsuit; and
- i. The signatories to this Agreement warrant and represent they have full and final authority to execute this Agreement on behalf of themselves or the entities indicated.

12. No Admission of Liability. This Agreement is entered into for the purpose of compromising disputed and doubtful claims. The execution of this Agreement is not intended to be, and shall not be, an admission by any Party of any liability whatsoever and shall not constitute an admission by any Party of the validity of the claims and defenses held or asserted by any other Party.

13. Tax/Credit Consequences. This Agreement is enforceable regardless of its tax or credit consequences. The Parties understand and agree that the payment set forth in this Agreement reflects the settlement of disputed legal claims and that the Parties make no representations regarding the Agreement's tax or credit consequences.

14. Modification. This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing and executed by all Parties.

15. Counterparts and Effective Date. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement to be effective as of the Effective Date, as defined above. Fully executed photocopies, facsimiles, or electronic copies of this Agreement may be treated as an original.

16. Severability. If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

17. Binding on Successors. This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the Parties, and each and every one of the releasees shall be deemed to be intended third-party beneficiaries of this Agreement.

18. Interpretation of Agreement. It is acknowledged and agreed that all Parties participated in drafting this Agreement and that this Agreement will not be construed against any Party on the basis that its counsel prepared the initial draft of this Agreement or otherwise. The validity, effect and construction of this Settlement and Release Agreement shall be governed by the laws of the State of Texas.

19. Complete Agreement. This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. No other agreement, written or oral, express or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

20. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement by execution thereof on the dates indicated below.

FREEMPORT ECONOMIC DEVELOPMENT CORPORATION

By: _____

Title: _____

Date: _____

AMG TEXAS CAPITAL LLC

By: _____

Title: _____

Date: _____

GL&L HOLDINGS LLC

By: _____

Title: _____

Date: _____

EXHIBIT A TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE



Concrete Creations LLC
 17710 TerranovaWestDr
 Spring, TX 77379
 8327227893
 concretecreations79@gmail.com
 www.ConcreteCreationsTexas.com

ADDRESS

City of Freeport
430 N Brazosport Blvd,
Freeport, TX 77541

Estimate 1879

DATE 12/18/2025

Project Name: North Avenue M Freeport TX (Asphalt St.)

ACTIVITY	QTY	RATE	AMOUNT
12/18/2025			
Lime, Crushed Concrete, & Asphalt Installation to approx.: 8,400 SF (not to exceed)	8,400	8.9604762	75,268.00
1. Layout new road and cul-de-sa c 2. Scrape and remove grass and debris 3. Haul off all waste and excess material 4. Roll and compact subgrade to 99% compaction 5. Install 6 inches of crushed concrete (TXDOT-approved material) 6. Roll and compact base to 99% compaction 7. Apply SS-1 Tack Coat 8. Install 2 inches of Type D smooth asphalt, roll and compact for traffic-ready surface within 24 hours Total Turnkey Project (includes dirt work, base work, and asphalt installation):			
1. Install sidewalks only on the front side of the Houses	720	12.50	9,000.00
Broom Finished concrete 4" thick #3 rebar 16" OC 3000 PSI Clean up included			

Contact Concrete Creations LLC to pay.
 North Avenue M Freeport TX (Asphalt St.)

Exclusions:

EXHIBIT A TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

- Tax
- Permits
- Any Fees
- Off-Site work
- Any unforeseen objects below 8" Intermediate and Final Cleaning;
- Job site will be left clean in good condition at the end of every workday.
- Appropriate measures will be taken to eliminate dust/debris contamination outside of work area. Signs will be posted to warn any personnel of the work going on in this area.
- Thorough final clean once work has been completed.

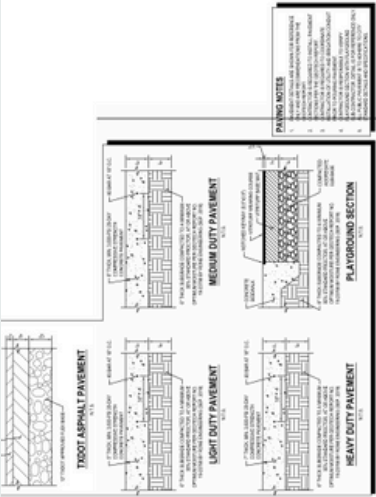
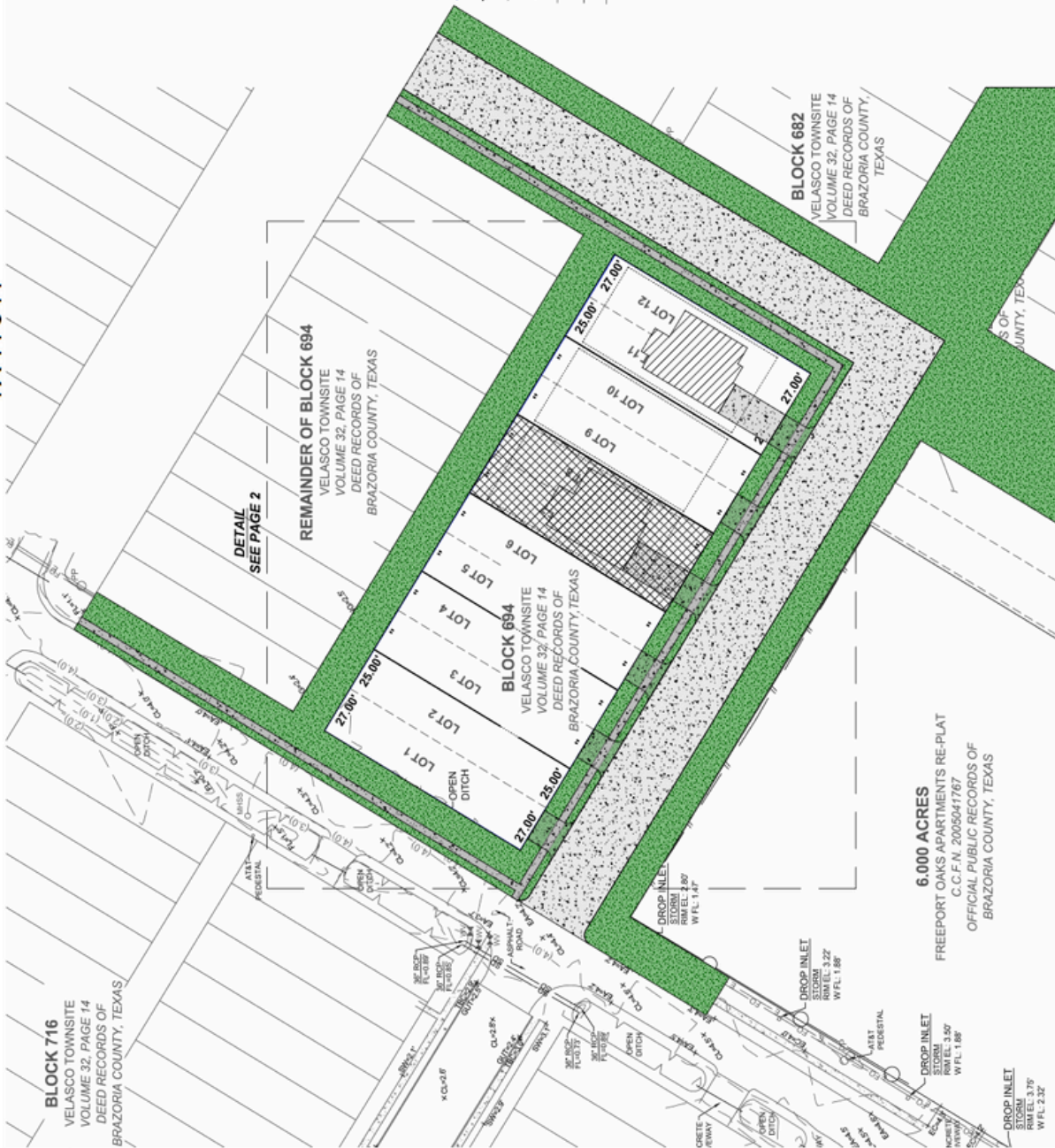
TOTAL **\$84,268.00**

Accepted By

Accepted Date



1120 North Ave N, Freeport,
TX 77541



2 DETAILS PAVING
1/64" = 1'-0"

- LEGEND:
- H.C.M.R. - HARRIS COUNTY MAP RECORDS
 - C.C.F.N. - COUNTY CLERK'S FILE NUMBER
 - R.O.W. - RIGHT-OF-WAY
 - SUBJECT TRACT
 - EASEMENT
 - OVERHEAD ELECTRIC LINE
 - FIBER OPTIC LINE
 - WATER LINE
 - STORM DRAIN LINE
 - SANITARY SEWER LINE
 - PP - POWER POLE
 - M.H.S.T. - STORM MANHOLE
 - M.H.S.S. - SANITARY SEWER MANHOLE
 - W.V. - WATER VALVE
 - F.H. - FIRE HYDRANT
 - L.P. - LIGHT POLE
 - T - TREE
 - C.L.F. - CHAIN LINK FENCE
 - S.L. - STREET LIGHT



SITE PLAN
1" = 30'-0"

6.000 ACRES
FREEPORT OAKS APARTMENTS RE-PLAT
C.C.F.N. 2005041767
OFFICIAL PUBLIC RECORDS OF
BRAZORIA COUNTY, TEXAS

EXHIBIT B TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE



Concrete Creations LLC
 17710 TerranovaWestDr
 Spring, TX 77379
 8327227893
 concretecreations79@gmail.com
 www.ConcreteCreationsTexas.com

ADDRESS

City of Freeport
430 N Brazosport Blvd,
Freeport, TX 77541

Estimate 1880

DATE 12/18/2025

Project Name: W Roeller St. Freeport TX (Asphalt St.)

ACTIVITY	QTY	RATE	AMOUNT
12/18/2025			
Lime, Crushed Concrete, & Asphalt Installation to approx.: 8,160 SF (not to exceed)	8,160	8.9828431	73,300.00
1. Layout new road and cul-de-sac 2. Scrape and remove grass and debris 3. Haul off all waste and excess material 4. Roll and compact subgrade to 99% compaction 5. Install 6 inches of crushed concrete (TXDOT-approved material) 6. Roll and compact base to 99% compaction 7. Apply SS-1 TackCoat 8. Install 2 inches of Type D smooth asphalt, roll and compact for traffic-ready surface within 24 hours Total Turnkey Project (includes dirt work, base work, and asphalt installation):			

Contact Concrete Creations LLC to pay.
 North Avenue M Freeport TX (Asphalt St.)

Exclusions:

- Tax
- Permits
- Any Fees
- Off-Site work
- Any unforeseen objects below 8"

EXHIBIT B TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Intermediate and Final Cleaning;

- Job site will be left clean in good condition at the end of every workday.
- Appropriate measures will be taken to eliminate dust/debris contamination outside of work area. Signs will be posted to warn any personnel of the work going on in this area.
- Thorough final clean once work has been completed.

TOTAL

\$73,300.00

Accepted By

Accepted Date

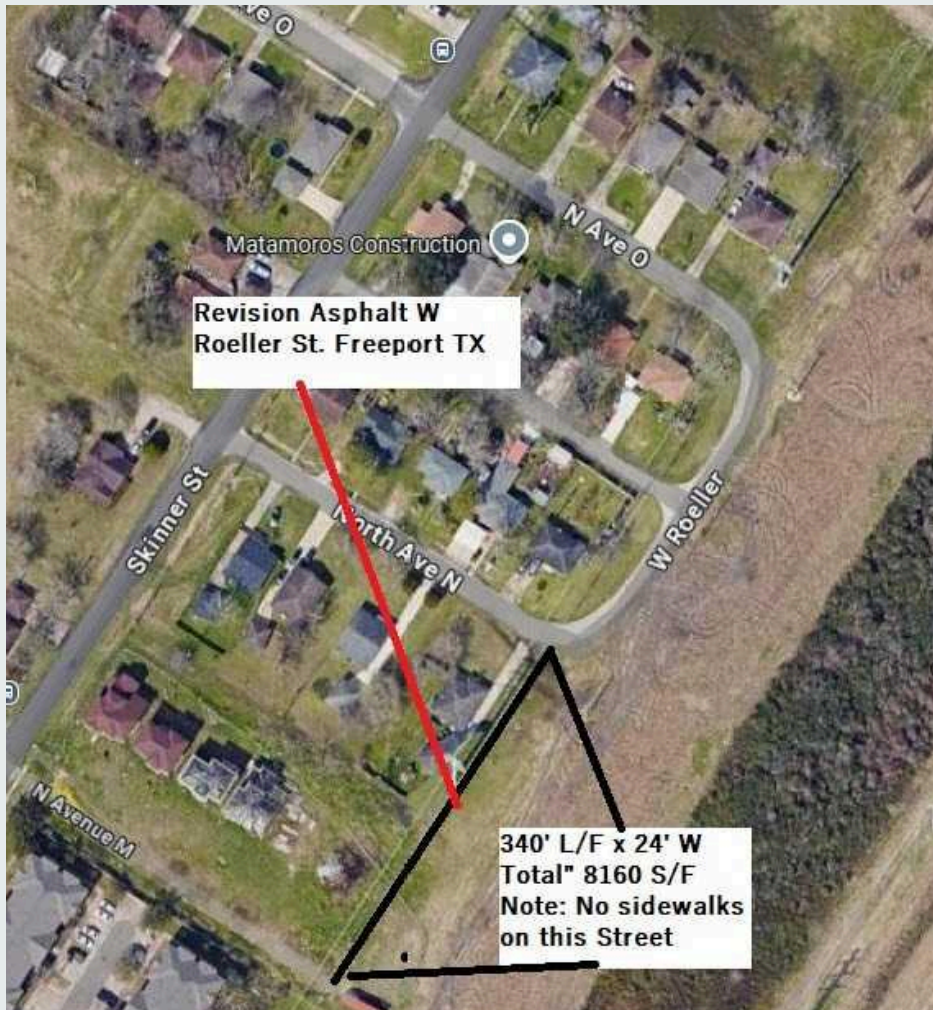
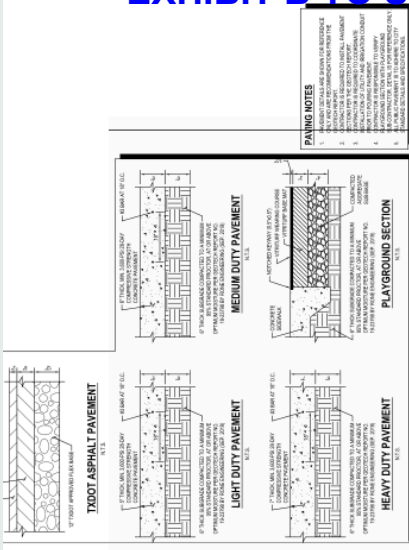


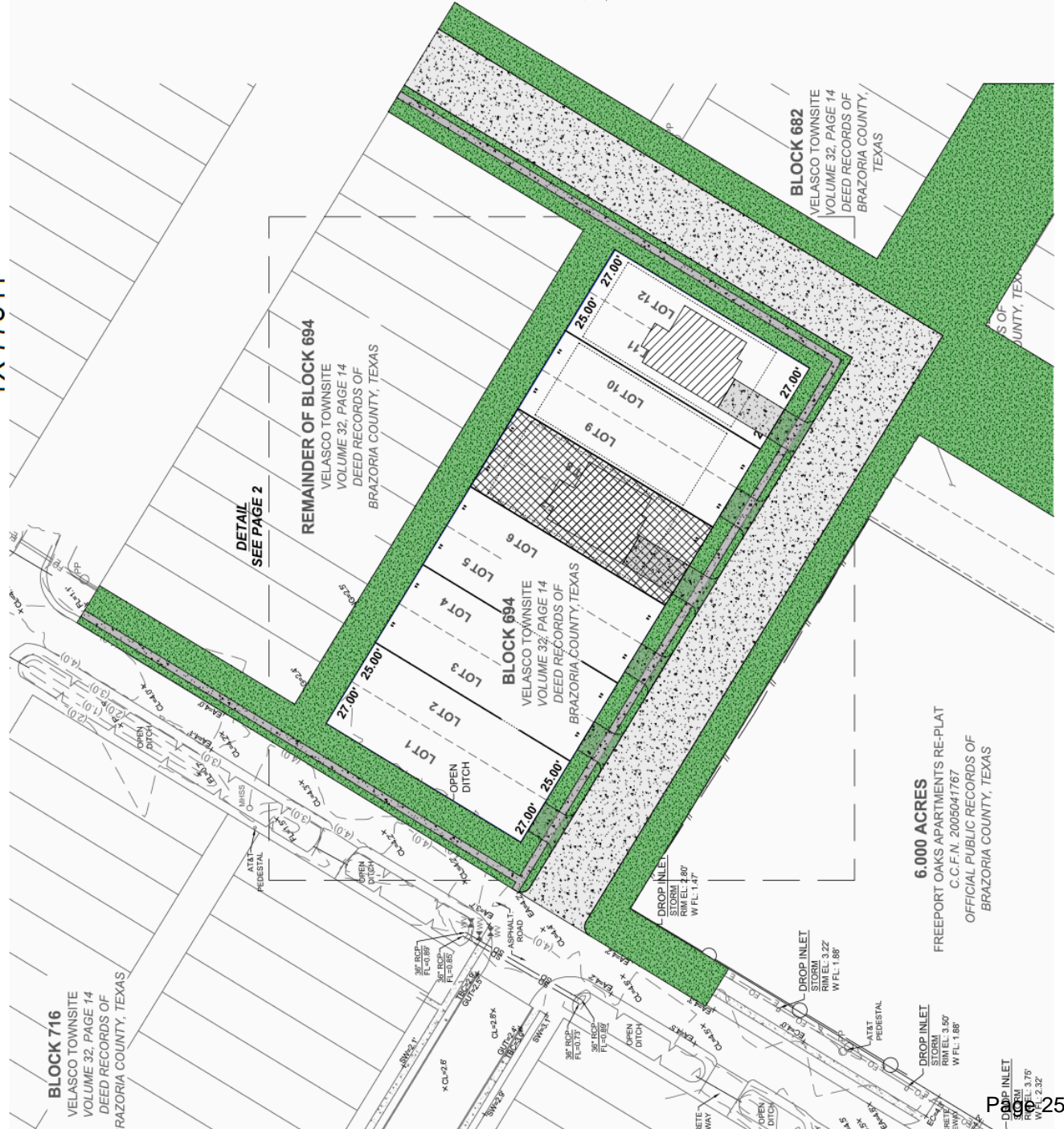
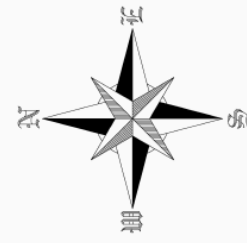
EXHIBIT B TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

**1120 North Ave N, Freeport,
TX 77541**



**2 DETAILS PAVING
1/64" = 1'-0"**

- LEGEND:**
- H.C.M.R. - HARRIS COUNTY MAP RECORDS
 - C.C.F.N. - COUNTY CLERK'S FILE NUMBER
 - R.O.W. - RIGHT-OF-WAY
 - SUBJECT TRACT
 - EASEMENT
 - OVERHEAD ELECTRIC LINE
 - FIBER OPTIC LINE
 - WATER LINE
 - STORM DRAIN LINE
 - SANITARY SEWER LINE
 - POWER POLE
 - STORM MANHOLE
 - SANITARY SEWER MANHOLE
 - WATER VALVE
 - FIRE HYDRANT
 - LIGHT POLE
 - TREE
 - CHAIN LINK FENCE
 - STREET LIGHT



**SITE PLAN
1" = 30'-0"**

EXHIBIT B TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

TOTAL

\$18,500.00

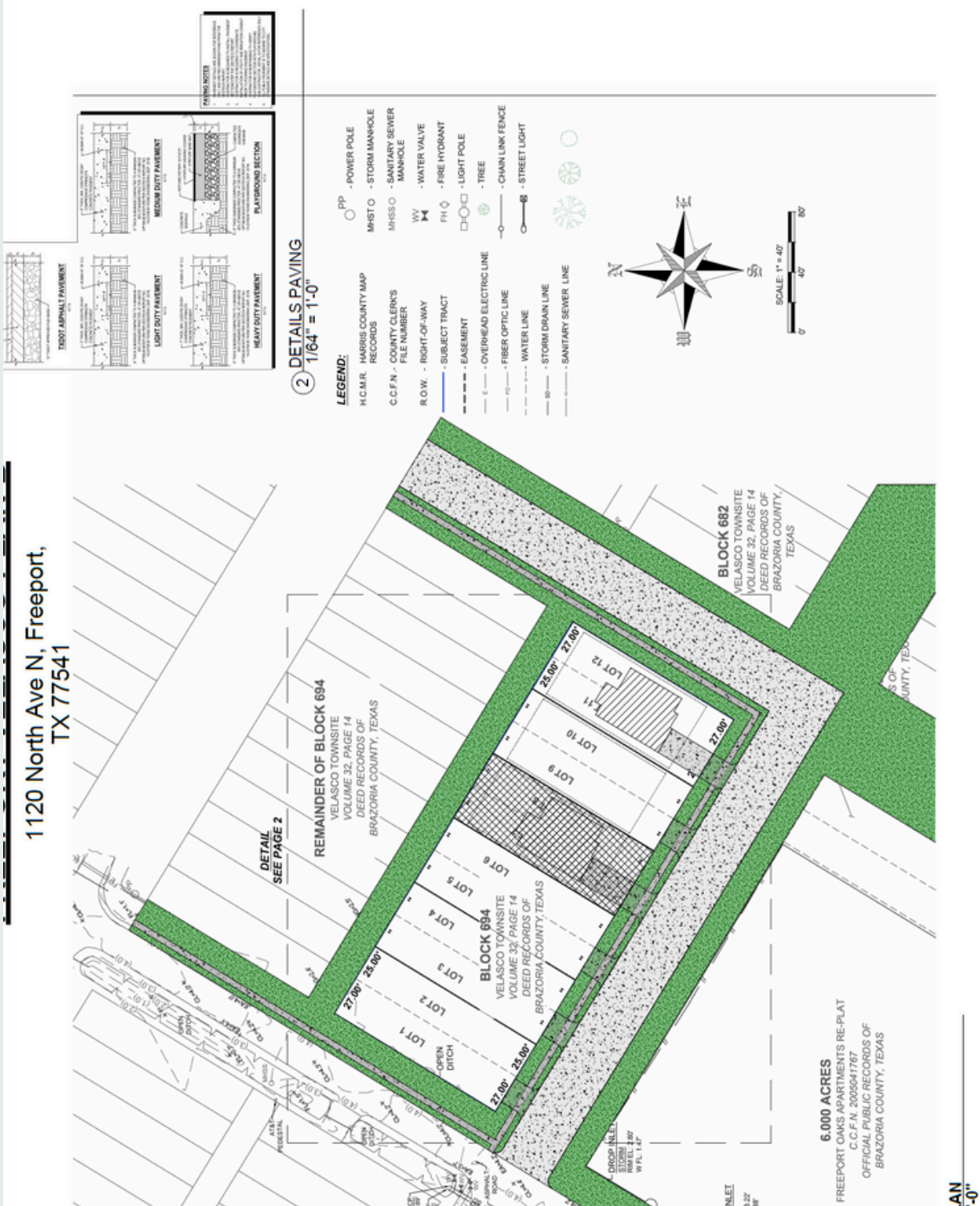


EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Description	Total Cost	DRAW 1	DRAW 2	DRAW 3	DRAW 4
Foundation PostTension	\$ 13,950.00	\$ 13,950.00			
Foundation Plumbing	\$ 3,450.00	\$ 3,450.00			
Driveway	\$ 6,900.00	\$ 3,450.00	\$ 3,450.00		
Framing	\$ 38,565.00	\$ 38,565.00			
Roofing	\$ 5,500.00	\$ 5,500.00			
Exterior Veener and Stucco	\$ 7,440.00		\$ 7,440.00		
Paint Siding	\$ 2,340.00		\$ 2,340.00		
Sliding window systems	\$ 4,940.00	\$ 4,940.00			
Principal Door 36 in. x 80 in. Left-Hand Inswing Narrow Lite Frosted Glass Black Painted Fiberglass Prehung Front Door	\$ 699.00	\$ 699.00			
Patio Door 71.5 in. x 79.5 in. 580 Series White Vinyl Left-Hand Sliding Patio Door with LowE Glass	\$ 521.00	\$ 521.00			
Fire Door 36 in. x 80 in. x 1-3/4 in. Shaker 1-Panel Solid Core White Primed Pine Wood Interior Door Slab	\$ 300.00		\$ 300.00		
Plumbing Interior	\$ 9,000.00	\$ 4,500.00	\$ 4,500.00		
Electrical	\$ 15,600.00	\$ 7,800.00		\$ 7,800.00	
HVAC Turn Key Labor and Material 5 Ton 14 SEER2 80% AFUE 90,000 BTU ACiQ Gas Furnace and Air Conditioner System - Multi-Positional. 100 MBH. area to 2500 SF	\$ 14,500.00	\$ 7,250.00	\$ 7,250.00		
Insulation R19, R36 and Blowing	\$ 4,140.50	\$ 4,140.50			
Wall and Ceilling system, 1/2" drywall, taped, Float & texture ready for paint	\$ 14,175.00		\$ 14,175.00		
Paint Interior	\$ 6,885.00		\$ 6,885.00		
Trim	\$ 2,640.00		\$ 2,640.00		
Doors	\$ 4,080.00		\$ 4,080.00		
Harware	\$ 2,960.00		\$ 2,960.00		
Carpet, Olefin, 15 oz	\$ 1,575.00			\$ 1,575.00	
LVP Material	\$ 3,187.50			\$ 3,187.50	
Bathrooms and Half Bath tile	\$ 8,900.00			\$ 8,900.00	
Bathtub, Toilets, Sinks and Farm Sink	\$ 2,600.00			\$ 2,600.00	
Bathrooms and Half Bath Trim	\$ 1,500.00			\$ 1,500.00	
Bathrooms Shower Glass & Mirros Turnkey Contract	\$ 2,900.00				\$ 2,900.00
Kitchen, economy grade Cabintes	\$ 5,900.00				\$ 5,900.00
Vanities, Laundry and Pantry Economy Grade Material	\$ 3,700.00				\$ 3,700.00
Stairways 14 risers, oak treads, box stairs	\$ 4,650.00			\$ 4,650.00	
Countertop Slaps	\$ 3,300.00				\$ 3,300.00
Labor Countetops Slabs	\$ 1,575.00				\$ 1,575.00
Water heater, electric, 40 gallon	\$ 750.00		\$ 750.00		
Fireplace	\$ 880.00				\$ 880.00
Appliances	\$ 4,500.00				\$ 4,500.00

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Door Garage Turnkey Contract	\$ 1,950.00			\$ 1,950.00	
Sprinkler Drainage & Landscaping Material	\$ 1,200.00				\$ 1,200.00
Gutters	\$ 2,800.00				\$ 2,800.00
Inspections - Subcontractor	\$ 600.00		\$ 600.00		
Exterior Ligthts	\$ 550.00			\$ 550.00	
Interior Shelves	\$ 1,800.00				\$ 1,800.00
TOTAL COST	\$ 213,403.00	\$ 94,765.50	\$ 57,370.00	\$ 32,712.50	\$ 28,555.00

\$ 103.29

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

RMG Construction LLC
 24650 Clay Rd
 Houston, TX 77493 US
 +18326202606
 e.garay@rmgconstruction.net
 http://www.rmgconstruction.net



Estimate

ADDRESS

Freeport
 1121 North Avenue 1
 Freeport, Tx 77541

SHIP TO

Freeport
 1121 North Avenue 1
 Freeport, Tx 77541

ESTIMATE # 1104

DATE 10/03/2025

WORK ORDER #

House 1

SUPERVISOR NAME

Manrique Amaya

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Service Location	1120 North Avenue M, Freeport, TX	1	0.00	0.00
	Interior Rehab & Structural Repairs	Interior Rehab & Structural Repairs			0.00
	framing Rehab	Repairs and reinforcements to interior/exterior walls and ceilings due to age, moisture, or prior damage.	1	11,545.00	11,545.00
	Wall & Ceiling System	Installation of " drywall throughout home. Includes taping, floating, sanding, and texture, ready for paint.	1	3,240.00	3,240.00
	Interior Paint	Full interior painting using durable, washable paints. Includes walls, ceilings, and trim.	1	6,680.00	6,680.00
	Doors & Trim	Replace or install new baseboards, window casings, door casings, and other interior moldings.	1	3,830.00	3,830.00
	Interior Door	Install new shaker-style solid core doors throughout bedrooms, bathrooms, and closets.	1	1,395.00	1,395.00
	Fire-Rated Door	Solid core fire-rated door between garage/living space per code.	1	250.00	250.00
	Insulation	Blown-in attic and wall	1	1,135.00	1,135.00

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		insulation for improved thermal performance and energy savings.			
	Interior Shelving Rehab	Repair and replace built-in shelving in closets, pantry, and storage areas.	1	925.00	925.00
					Subtotal: 29,000.00
	Plumbing, Electrical & Mechanical Systems	Plumbing, Electrical & Mechanical Systems	1	0.00	0.00
	Plumbing	Re-pipe or repair of interior plumbing (copper or PEX), including waste lines and supply lines.	1	4,650.00	4,650.00
	Foundation	Pressure test of under-slab plumbing systems to identify leaks before closing floors/walls.	1	1,850.00	1,850.00
	Electrical & Lighting	Rewire and upgrade of all electrical systems, outlets, panels, breakers, and lighting per code.	1	16,450.00	16,450.00
	HVAC	Install complete gas furnace and A/C system (SEER2), sized for 2,500 sq. ft. home. Includes ductwork.	1	14,500.00	14,500.00
	Water Heater	Supply and install 40-gallon electric water heater for home's hot water needs.	1	694.00	694.00
					Subtotal: 38,144.00
	Kitchen, Baths & Laundry Areas	Kitchen, Baths & Laundry Areas	1	0.00	0.00
	Kitchen Remodeling	Supply and install upper and lower cabinets. Includes soft-close hinges and basic layout.	1	5,994.00	5,994.00
	Bathroom Remodeling	Install vanities in bathrooms, as well as storage in laundry and pantry.	1	4,551.00	4,551.00
	Counter top	Fabrication and installation of quartz or granite slab countertops in kitchen and baths.	1	3,818.00	3,818.00
	Plumbing	Supply of bathtubs, toilets, sinks (farm sink in kitchen), and faucets.	1	2,590.00	2,590.00
	Flooring	Floor and wall tile materials for full and half	1	8,788.00	8,788.00

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		baths. Includes shower surrounds.			
	Bathroom Remodeling	Towel bars, paper holders, and decorative hardware.	1	500.00	500.00
	Bathroom Remodeling	Custom shower enclosures and vanity mirrors installed.	1	3,330.00	3,330.00
					Subtotal: 29,571.00
	Flooring & Finishes	Flooring & Finishes			0.00
	Flooring	Vinyl plank flooring — water-resistant, durable, and low-maintenance	1	2,950.00	2,950.00
	Flooring	Installation of LVP on 14 stair risers and treads for a seamless finish.	1	2,567.00	2,567.00
	Carpet	15 oz Olefin carpet installed in bedrooms or other designated areas. Includes padding.	1	1,457.00	1,457.00
	Door Hardware	Door knobs, cabinet pulls, locks, and miscellaneous hardware throughout home.	1	2,750.00	2,750.00
					Subtotal: 9,724.00
	Doors, Windows & Exterior Upgrades	Doors, Windows & Exterior Upgrades			0.00
	Front Door	Pre-hung fiberglass front door with frosted glass insert. 36X80 Enhanced curb appeal & security.	1	648.00	648.00
	Windows	Sliding windows repairs	1	1,406.00	1,406.00
	Garage door	Garage door install with opener.	1	1,804.00	1,804.00
	Exterior Work	Patch, repair, or new stucco/veneer to refresh exterior surfaces.	1	6,882.00	6,882.00
	Exterior Work	New LED fixtures for porch, garage, and yard for security and ambiance.	1	510.00	510.00
	Exterior Work	New aluminum gutter system for water drainage and foundation protection.	1	2,590.00	2,590.00
	Exterior Work	Concrete repair or pour of new driveway section.	1	7,262.00	7,262.00
	Exterior Paint	Paint siding	1	2,165.00	2,165.00
	Roof Repairs	Roof repair	1	2,544.00	2,544.00
					Subtotal: 25,811.00
	Landscaping	Landscaping			0.00
	Plumbing	New sprinklers, drainage	1	1,110.00	1,110.00

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		systems, and basic front yard landscape refresh.			
	Fireplace	Supply and install electric or gas fireplace insert with basic surround.	1	407.00	407.00
	Appliances Installation	Range, refrigerator, dishwasher, and microwave — installed.	1	4,720.00	4,720.00
	Inspections	Coordination of third-party inspections to ensure code compliance.	1	600.00	600.00
					Subtotal: 6,837.00

SUBTOTAL	139,087.00
TAX	0.00
TOTAL	\$139,087.00

Accepted By

Accepted Date

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

RMG Construction LLC
 24650 Clay Rd
 Houston, TX 77493 US
 +18326202606
 e.garay@rmgconstruction.net
 http://www.rmgconstruction.net



Estimate

ADDRESS

Freeport
 1121 North Avenue 1
 Freeport, Tx 77541

SHIP TO

Freeport
 1121 North Avenue 1
 Freeport, Tx 77541

ESTIMATE # 1106

DATE 10/06/2025

WORK ORDER #

1124 North Avenue M - Lot # 1

SUPERVISOR NAME

Manrique Amaya

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Service Location	1124 North Avenue I, Freeport, TX 4 bedrooms 3.5 baths	1	0.00	0.00
	Interior Rehab & Structural Repairs	Interior Rehab & Structural Repairs			0.00
	framing Rehab	Repairs and reinforcements to interior/exterior walls and ceilings due to age, moisture, or prior damage.	1	11,545.00	11,545.00
	Wall & Ceiling System	Installation of " drywall throughout home. Includes taping, floating, sanding, and texture, ready for paint.	1	3,240.00	3,240.00
	Interior Paint	Full interior painting using durable, washable paints. Includes walls, ceilings, and trim.	1	6,680.00	6,680.00
	Doors & Trim	Replace or install new baseboards, window casings, door casings, and other interior moldings.	1	3,830.00	3,830.00
	Interior Door	Install new shaker-style solid core doors throughout bedrooms, bathrooms, and closets.	1	2,785.00	2,785.00
	Fire-Rated Door	Solid core fire-rated door between garage/living space per code.	1	250.00	250.00

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Insulation	Blown-in attic and wall insulation for improved thermal performance and energy savings.	1	1,135.00	1,135.00
	Interior Shelving Rehab	Repair and replace built-in shelving in closets, pantry, and storage areas.	1	925.00	925.00
					Subtotal: 30,390.00
	Plumbing, Electrical & Mechanical Systems	Plumbing, Electrical & Mechanical Systems	1	0.00	0.00
	Plumbing	Re-pipe or repair of interior plumbing (copper or PEX), including waste lines and supply lines.	1	4,650.00	4,650.00
	Foundation	Pressure test of under-slab plumbing systems to identify leaks before closing floors/walls.	1	1,850.00	1,850.00
	Electrical & Lighting	Rewire and upgrade of all electrical systems, outlets, panels, breakers, and lighting per code.	1	16,450.00	16,450.00
	HVAC	Install complete gas furnace and A/C system (SEER2), sized for 2,500 sq. ft. home. Includes ductwork.	1	14,500.00	14,500.00
	Water Heater	Supply and install 40-gallon electric water heater for home's hot water needs.	1	694.00	694.00
					Subtotal: 38,144.00
	Kitchen, Baths & Laundry Areas	Kitchen, Baths & Laundry Areas	1	0.00	0.00
	Kitchen Remodeling	Supply and install upper and lower cabinets. Includes soft-close hinges and basic layout.	1	5,994.00	5,994.00
	Bathroom Remodeling	Install vanities in bathrooms, as well as storage in laundry and pantry.	1	4,551.00	4,551.00
	Counter top	Fabrication and installation of quartz or granite slab countertops in kitchen and baths.	1	3,818.00	3,818.00
	Plumbing	Supply of bathtubs, toilets, sinks (farm sink in kitchen), and faucets.	1	2,590.00	2,590.00
	Flooring	Floor and wall tile	1	8,788.00	8,788.00

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		materials for full and half baths. Includes shower surrounds.			
	Bathroom Remodeling	Towel bars, paper holders, and decorative hardware.	1	500.00	500.00
	Bathroom Remodeling	Custom shower enclosures and vanity mirrors installed.	1	3,330.00	3,330.00
					Subtotal: 29,571.00
	Flooring & Finishes	Flooring & Finishes			0.00
	Flooring	Vinyl plank flooring — water-resistant, durable, and low-maintenance	1	2,950.00	2,950.00
	Flooring	Installation of LVP on 14 stair risers and treads for a seamless finish.	1	2,567.00	2,567.00
	Carpet	15 oz Olefin carpet installed in bedrooms or other designated areas. Includes padding.	1	1,477.00	1,477.00
	Door Hardware	Door knobs, cabinet pulls, locks, and miscellaneous hardware throughout home.	1	2,750.00	2,750.00
					Subtotal: 9,744.00
	Doors, Windows & Exterior Upgrades	Doors, Windows & Exterior Upgrades			0.00
	Front Door	Pre-hung fiberglass front door with frosted glass insert. 36X80 Enhanced curb appeal & security.	1	648.00	648.00
	Windows	Sliding windows repairs	1	1,406.00	1,406.00
	Garage door	Garage door install with opener.	1	1,804.00	1,804.00
	Exterior Work	Patch, repair, or new stucco/veneer to refresh exterior surfaces.	1	6,882.00	6,882.00
	Exterior Work	New LED fixtures for porch, garage, and yard for security and ambiance.	1	510.00	510.00
	Exterior Work	New aluminum gutter system for water drainage and foundation protection.	1	2,590.00	2,590.00
	Exterior Work	Concrete repair or pour of new driveway section.	1	7,262.00	7,262.00
	Exterior Paint	Paint siding	1	2,165.00	2,165.00
	Roof Repairs	Roof repair	1	2,544.00	2,544.00
					Subtotal: 25,811.00
	Landscaping	Landscaping			0.00

EXHIBIT b TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Plumbing	New sprinklers, drainage systems, and basic front yard landscape refresh.	1	1,110.00	1,110.00
	Fireplace	Supply and install electric or gas fireplace insert with basic surround.	1	407.00	407.00
	Appliances Installation	Range, refrigerator, dishwasher, and microwave — installed.	1	4,720.00	4,720.00
	Inspections	Coordination of third-party inspections to ensure code compliance.	1	600.00	600.00
					Subtotal: 6,837.00

SUBTOTAL	140,497.00
TAX	0.00
TOTAL	\$140,497.00

Accepted By

Accepted Date



Construction Specification Book (Spec Book)

Project Name:

Freeport Residential Development

Project Address:

Freeport, Texas, USA

1102 N Ave M Freeport TX

1106 N Ave M Freeport TX

1110 N Ave M Freeport TX

1114 N Ave M Freeport TX

Owner:

GL&L Holdings

Project Type:

Ground-up residential development

Project Scope:

The project consists of the development and construction of four residential units, including site development, infrastructure, and vertical construction. The scope includes grading, utilities installation, foundations, structural framing, building envelope, mechanical, electrical, and plumbing systems, as well as interior and exterior finishes.

2. Project Description

This project is designed as a **modern residential community**, incorporating contemporary architectural design, efficient construction systems, and high-quality finishes.

The development is intended to provide:



- Functional and efficient layouts
- Durable and code-compliant construction systems
- Energy-efficient building performance
- Compatibility with coastal environmental conditions



3. Applicable Codes and Standards

The project shall comply with the following codes and regulations:

- **International Building Code (IBC)** – Latest adopted edition
- **International Residential Code (IRC)** (if applicable)
- **International Energy Conservation Code (IECC)**
- **National Electrical Code (NEC)**
- **International Plumbing Code (IPC)**
- **International Mechanical Code (IMC)**
- **Local City of Freeport Ordinances and Amendments**
- **Texas Windstorm Requirements (if applicable)**

4. Design Criteria



Codes and Standards

- **Governing Code:**
2021 International Residential Code (IRC), as amended locally
 - **Referenced Standard:**
ASCE 7 (Wind Design per IRC Section 1609)
-

Occupancy Classification

- **Use:** Residential – Single Family
-

Structural Design Basis

- **Foundation Type:**
Post-tensioned slab-on-grade
 - **Soil Bearing Capacity:**
2,000 PSF (assumed unless geotechnical report states otherwise)
 - **Concrete Strength:**
Minimum 3,000 PSI
-

Wind Design Criteria

- **Ultimate Wind Speed (Vult):**
132 MPH (3-second gust)
- **Exposure Category:**
Exposure B
- **Design Method:**
Per IRC Section 1609.3



- **Windstorm Compliance:**
All exterior envelope components (doors, windows, garage doors, and roof systems) shall comply with Texas Department of Insurance (TDI) windstorm requirements
 - **Impact Resistance:**
Impact-resistant glazing systems required
-

Roof Design Criteria

- **Roof Live Load:**
10 PSF
 - **Roof Sheathing:**
Minimum 1/2" plywood or APA rated equivalent
 - **Roof Slope:**
Minimum 4:12 unless otherwise noted
 - **Load Path:**
Continuous load path from roof to foundation required
-

Framing System

- Wood framing construction
 - Rafters and joists per structural plans
 - Connections per manufacturer specifications
-

Flood and Site Criteria

- **Flood Zone:** To be verified per FEMA FIRM maps
- **Base Flood Elevation (BFE):** To be determined



- **Finished Floor Elevation (FFE):** Shall comply with local jurisdiction requirements and be set above BFE
-

Energy Code Criteria

- **Energy Code:**
2021 International Energy Conservation Code (IECC)
 - **Climate Zone:**
Zone 2A (Hot-Humid – Texas Gulf Coast)
-

Construction Requirements

- All dimensions shall be verified in the field prior to construction
 - Contractor shall coordinate all trades and disciplines
 - Windstorm inspection and certification required prior to project completion
-

5. Building Systems Overview

The project incorporates the following primary systems:

- Reinforced concrete foundations
- Wood frame structural system
- Exterior wall assemblies with moisture and thermal protection
- Pitched or low-slope roofing system
- Energy-efficient windows and doors
- Central HVAC systems



- Standard residential plumbing and electrical systems
-

6. Energy Performance

The building envelope and mechanical systems are designed to meet or exceed the requirements of the **International Energy Conservation Code (IECC)**, including:

- Insulation R-values per code
 - High-performance glazing systems
 - Efficient HVAC equipment
 - Air sealing and moisture control strategies
-

7. Coastal and Environmental Considerations

Given the project location in **Freeport, Texas (coastal region)**, the design incorporates:

- Wind-resistant construction methods
 - Enhanced roof fastening systems
 - Moisture and corrosion-resistant materials
 - Compliance with applicable coastal and windstorm regulations
-

8. Quality and Execution Standards

All materials and construction methods shall comply with:

- Manufacturer specifications
- Industry standards (ASTM, ANSI, etc.)
- Approved construction documents
- Local inspection requirements



General Requirements

- Contractor shall verify all dimensions in the field prior to construction
 - Contractor responsible for coordination between all trades and disciplines
 - All work shall comply with applicable codes and approved construction documents
 - Obtain all required permits, inspections, and approvals
 - Windstorm inspection and certification required prior to completion
 - Maintain site safety, cleanliness, and proper material storage
-

Concrete

- Post-tensioned slab-on-grade foundation system
 - Minimum concrete strength: 3,000 PSI
 - Soil bearing capacity: 2,000 PSF (unless otherwise specified by geotechnical report)
 - Vapor barrier installed below slab per code
 - Reinforcement per structural drawings and post-tension design
 - Anchor bolts and embeds per structural requirements
-

Wood / Structural Framing

- Wood framing construction
- Wall studs, rafters, and joists per structural plans
- Rafters typically spaced at 16" O.C. unless otherwise noted
- Roof framing per approved roof framing plans
- All framing connections per manufacturer specifications
- Continuous load path from roof to foundation required



Thermal and Moisture Protection

- Weather-resistant barrier (WRB) installed on exterior walls
- Roof underlayment per manufacturer and code requirements
- Flashing installed at all openings, penetrations, and transitions
- Roofing system installed per manufacturer specifications
- Moisture protection systems installed to prevent water intrusion

Openings (Windows / Doors)

- Impact-resistant windows and exterior glazing systems required
- Exterior doors to comply with windstorm requirements
- Garage doors rated for wind load compliance
- Installation per manufacturer specifications
- All openings properly flashed and sealed

Interior Finishes

- Interior wall finishes: gypsum board (drywall)
- Moisture-resistant drywall in wet areas as required
- Interior paint per project finish schedule
- Flooring: tile, carpet, or other finishes as specified
- Trim, baseboards, and interior doors per project design

Plumbing

- Plumbing system installed per IRC and local code



- Water supply and distribution per approved plans
 - Drain, waste, and vent (DWV) system per code
 - Fixtures installed per manufacturer specifications
 - Water heater installed per code and energy requirements
-

HVAC

- HVAC system installed per approved mechanical design
 - Equipment sized per Manual J or equivalent
 - Ductwork installed per manufacturer specifications
 - Ventilation provided per code requirements
 - System designed for Climate Zone 2A (Hot-Humid)
-

Electrical

- Electrical system installed per NEC and local code
- Service panel and distribution per approved plans
- Lighting fixtures and outlets installed per code
- Grounding and bonding per NEC requirements
- Smoke detectors and safety devices installed per code

A handwritten signature in black ink that reads "Frank Martin".

Builder - General Contractor

Frank Martin

CEO, Martin Develop + Design

www.martindevelopdesign.com

Email: ceo@martindevelopdesign.com

Phone: (281) 939- 2964

1250 W Sam Houston Pkwy S, Houston, TX 77042 Suite 402

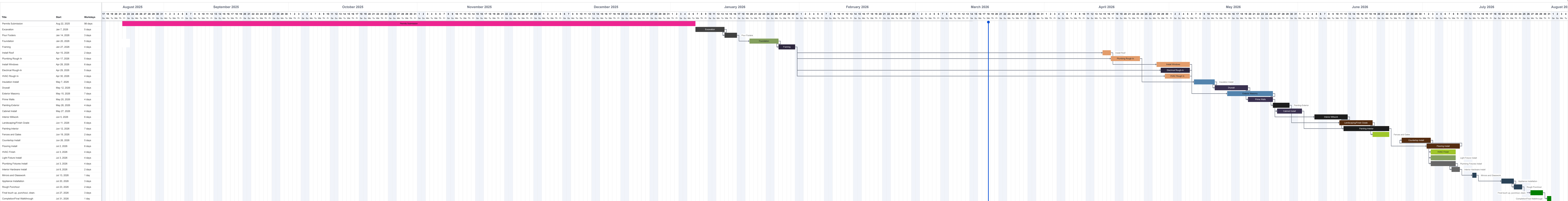


EXHIBIT C TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1250 W Sam Houston Pkwy S, Houston, TX 77042-1941

Phone: 2819392964



Bill to: Owner (Freeport House 1 (with slab))
 1114 North Avenue M
 Freeport, TX 77541

Invoice date: Mar 3, 2026
Invoice ID: FRH1-0001
Amount due: \$196,803.00
Due date: Mar 3, 2026

Freeport House 1 (with slab): DRAW

Items	Cost types	Description	Qty/Unit	Unit price	Price
Driveway 03200 Site Work Material	Material	Driveway	1.00 Each	\$6,900.00	\$6,900.00
Framing 03300 Site Work Subcontractor	Material	Framing	1.00 Each	\$20,000.00	\$20,000.00
Framing 03300 Site Work Subcontractor	Labor	Framing	1.00 Each	\$18,565.00	\$18,565.00
Roofing 03300 Site Work Subcontractor	Material	Roofing	1.00 Each	\$5,500.00	\$5,500.00
Exterior Veener and Stucco 03200 Site Work Material	Material	Exterior Veener and Stucco	1.00 Each	\$7,440.00	\$7,440.00
Paint Siding 03300 Site Work Subcontractor	Material	Paint Siding	1.00 Each	\$2,340.00	\$2,340.00
Sliding window systems 03200 Site Work Material	Material	Sliding window systems	1.00 Each	\$4,940.00	\$4,940.00
Principal Door 36 in. x 80 in. Left-Hand Inswing Narrow Lite Frosted Glass Black Painted Fiberglass Prehung Front Door 03200 Site Work Material	Material	Principal Door 36 in. x 80 in. Left-Hand Inswing Narrow Lite Frosted Glass Black Painted Fiberglass Prehung Front Door	1.00 Each	\$699.00	\$699.00
Patio Door 71.5 in. x 79.5 in. 580 Series White Vinyl Left-Hand Sliding Patio Door with LowE Glass 03200 Site Work Material	Material	Patio Door 71.5 in. x 79.5 in. 580 Series White Vinyl Left-Hand Sliding Patio Door with LowE Glass	1.00 Each	\$521.00	\$521.00
Fire Door 36 in. x 80 in. x 1-3/4 in. Shaker 1-Panel Solid Core White Primed Pine Wood Interior Door Slab 03200 Site Work Material	Material	Fire Door 36 in. x 80 in. x 1-3/4 in. Shaker 1-Panel Solid Core White Primed Pine Wood Interior Door Slab	1.00 Each	\$300.00	\$300.00
Plumbing Interior 03300 Site Work Subcontractor	Material	Plumbing Interior	1.00 Each	\$9,000.00	\$9,000.00
Electrical 03300 Site Work Subcontractor	Material	Electrical	1.00 Each	\$15,600.00	\$15,600.00

EXHIBIT C TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Items	Cost types	Description	Qty/Unit	Unit price	Price
HVAC Turn Key Labor and Material 5 Ton 14 SEER2 80% AFUE 90,000 BTU ACiQ Gas Furnace and Air Conditioner System - Multi- Positional, 100 MBH, area to 2 03300 Site Work Subcontractor	Material	HVAC Turn Key Labor and Material 5 Ton 14 SEER2 80% AFUE 90,000 BTU ACiQ Gas Furnace and Air Conditioner System - Multi-Positional, 100 MBH, area to 2500 SF	1.00 Each	\$14,500.00	\$14,500.00
Insulation R19, R36 and Blowing 03200 Site Work Material	Material	Insulation R19, R36 and Blowing	1.00 Each	\$4,140.50	\$4,140.50
Wall and Ceilling system, 1/2" drywall, taped, Float & texture ready for paint 03300 Site Work Subcontractor	Material	Wall and Ceilling system, 1/2" drywall, taped, Float & texture ready for paint	1.00 Each	\$14,175.00	\$14,175.00
Paint Interior 03300 Site Work Subcontractor	Material	Paint Interior	1.00 Each	\$6,885.00	\$6,885.00
Trim 03200 Site Work Material	Material	Trim	1.00 Each	\$2,640.00	\$2,640.00
Doors 03200 Site Work Material	Material	Doors	1.00 Each	\$4,080.00	\$4,080.00
Harware 03200 Site Work Material	Material	Harware	1.00 Each	\$2,960.00	\$2,960.00
Carpet, Olefin, 15 oz 03200 Site Work Material	Material	Carpet, Olefin, 15 oz	1.00 Each	\$1,575.00	\$1,575.00
LVP Material 03200 Site Work Material	Material	LVP Material	1.00 Each	\$3,187.50	\$3,187.50
Bathrooms and Half Bath tile 03200 Site Work Material	Material	Bathrooms and Half Bath tile	1.00 Each	\$8,900.00	\$8,900.00
Bathtub, Toilets, Sinks and Farm Sink 03200 Site Work Material	Material	Bathtub, Toilets, Sinks and Farm Sink	1.00 Each	\$2,600.00	\$2,600.00
Bathrooms and Half Bath Trim 03200 Site Work Material	Material	Bathrooms and Half Bath Trim	1.00 Each	\$1,500.00	\$1,500.00
Bathrooms Shower Glass & Mirros Turnkey Contract 03300 Site Work Subcontractor	Material	Bathrooms Shower Glass & Mirros Turnkey Contract	1.00 Each	\$2,900.00	\$2,900.00
Kitchen, economy grade Cabintes 03200 Site Work Material	Material	Kitchen, economy grade Cabintes	1.00 Each	\$5,900.00	\$5,900.00
Vanities, Laundry and Pantry Economy Grade Material 03200 Site Work Material	Material	Vanities, Laundry and Pantry Economy Grade Material	1.00 Each	\$3,700.00	\$3,700.00
Stairways 14 risers, oak treads, box stairs 03300 Site Work Subcontractor	Material	Stairways 14 risers, oak treads, box stairs	1.00 Each	\$4,650.00	\$4,650.00

EXHIBIT C TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Items	Cost types	Description	Qty/Unit	Unit price	Price
Countertop Slaps 03200 Site Work Material	Subcontractor	Countertop Slaps	1.00 Each	\$3,300.00	\$3,300.00
Labor Countetops Slabs 03300 Site Work Subcontractor	Subcontractor	Labor Countetops Slabs	1.00 Each	\$1,575.00	\$1,575.00
Water heater, electric, 40 gallon 03200 Site Work Material	Subcontractor	Water heater, electric, 40 gallon	1.00 Each	\$750.00	\$750.00
Fireplace 03200 Site Work Material	Subcontractor	Fireplace	1.00 Each	\$880.00	\$880.00
Appliances - No Refrigerator 03200 Site Work Material	Subcontractor	Appliances - No Refrigerator	1.00 Each	\$2,200.00	\$2,200.00
Door Garage Turnkey Contract 03300 Site Work Subcontractor	Subcontractor	Door Garage Turnkey Contract	1.00 Each	\$1,950.00	\$1,950.00
Sprinkler Drenajes & Landscaping Material 03200 Site Work Material	Subcontractor	Sprinkler Drenajes & Landscaping Material	1.00 Each	\$1,200.00	\$1,200.00
Gutters 03200 Site Work Material	Subcontractor	Gutters	1.00 Each	\$2,800.00	\$2,800.00
Inspections Subcontractor 03300 Site Work Subcontractor	Subcontractor	Inspections Subcontractor	1.00 Each	\$600.00	\$600.00
Exterior Ligth 03200 Site Work Material	Subcontractor	Exterior Ligth	1.00 Each	\$550.00	\$550.00
Interior Shelves 03200 Site Work Material	Subcontractor	Interior Shelves	1.00 Each	\$1,800.00	\$1,800.00
Fence - Rear Only 03200 Site Work Material	Subcontractor	Fence - Rear Only	1.00 Each	\$3,100.00	\$3,100.00
Totals:					\$196,803.00

EXHIBIT D TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

SPECIAL WARRANTY DEED

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

DATE: _____, 2026

GRANTOR: FREEPORT ECONOMIC DEVELOPMENT CORPORATION (FEDC)

GRANTEE: AMG Texas Capital LLC (AMG)

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

LOTS 1, 2, 3, and 4, BLOCK 694 VELASCO TOWNSITE, of the City of Freeport, Texas, according to the map or plat of said townsite recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas.

Exceptions to Conveyance and Warranty: All Prior easements, rights-of-way, and perspective rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee, AMG, assumes.

Grantor, FEDC, for the Consideration expressed and subject to the Special Covenant and the Exceptions to Conveyance and warranty, grants, sell, and conveys to Grantee, AMG, the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor bind Grantor and Grantor's Heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Special Covenant and the Exceptions to Conveyance and Warranty

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

EXHIBIT D TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Executed and acknowledged by _____ to be effective the _____ day of _____, 2026.

Robert Johnson, Executive Director
FREEPORT ECONOMIC DEVELOPMENT
CORPORATION

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2026, by Robert Johnson, in his capacity as President of Freeport Economic Development Corporation.

NOTARY PUBLIC in and for State of Texas

My Commission Expires: _____

SPECIAL WARRANTY DEED

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

DATE: _____, 2026

GRANTOR: FREEPORT ECONOMIC DEVELOPMENT CORPORATION (FEDC)

GRANTEE: GL&L LLC (GL&L)

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

LOTS 5, 6, 7, 8, 9, 10, 11, and 12, BLOCK 694 VELASCO TOWNSITE, of the City of Freeport, Texas, according to the map or plat of said townsite recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas.

Exceptions to Conveyance and Warranty: All Prior easements, rights-of-way, and perspective rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee, GL&L, assumes.

Grantor, FEDC, for the Consideration expressed and subject to the Special Covenant and the Exceptions to Conveyance and warranty, grants, sell, and conveys to Grantee, GL&L, the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor bind Grantor and Grantor's Heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Special Covenant and the Exceptions to Conveyance and Warranty

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

EXHIBIT E TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Executed and acknowledged by _____ to be effective the _____ day of _____, 2026.

Robert Johnson, Executive Director
FREEPORT ECONOMIC DEVELOPMENT
CORPORATION

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Robert Johnson, in his capacity as President of Freeport Economic Development Corporation.

NOTARY PUBLIC in and for State of Texas

My Commission Expires: _____

SCHEDULE OF PERFORMANCE

Action	Description	Due Date
Effective Date	Date the Settlement Agreement is Signed	
Government Approval Application Deadline	Apply for all permits necessary from government agencies	Within 3 months of Effective Date
Government Approvals	Receive final permits necessary from all government agencies	Within 6 months of Government Approval Application Deadline
Notification of Government Approvals	Developer must notify EDC of receipt of government approvals	Upon receipt of government approvals
Commencement Deadline	Commence construction evidenced by erection of exterior walls	Within 2 months of Government Approvals
CO Deadline	Certificate of Occupancy obtained for entire project	Within 14 months of Government Approvals