



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, JANUARY 8, 2024 AT 6:00 PM**

Mayor:

Brooks Bass

Council Members:

Jeff Pena

Jerry Cain

George Matamoros

Winston Rossow

City Manager:

Lance Petty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, JANUARY 8, 2024 AT 6:00 PM, AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

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>

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER: The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

Members of the public are allowed to address the City Council at this time, and must include name and address. Note, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

PRESENTATIONS/ANNOUNCEMENTS: Announcements by Mayor, City Council and/or Staff.

1. AOKA Engineering – Presentation to provide services to the City for Plan Review, Permitting and Inspections. **(Lance Petty)**

COUNCIL BUSINESS – REGULAR SESSION:

2. Consideration and possible action on the approval of City Council Meeting Minutes, from December 18, 2023. **(Clarisa Molina)**
3. **Public Hearing:** Consideration and possible action amending Ordinance No. 2023-2712 regarding changes to City of Freeport Zoning Ordinance section 155.501 Standards for Residential Infill Development to allow single family residences and carports to be built on single 25-foot lots. **(Kacey Roman)**
4. Discussion and possible action of agreed sale price for parcel one and parcel two for \$71,600.00 for Lucy Ware. **(Lance Petty)**
5. Discussion and update on Rental Inspection Program. **(Kacey Roman)**
6. Consideration and possible action on the approval to waive permitting, building and inspection fees for residential reconstruction for 1219 W. 4th Street through the US Dept of Housing and Urban Development Program. **(Lance Petty)**

WORK SESSION:

7. The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-H below, an item appearing on the City Council agenda for this meeting, on matters related to community events, or on matters that are not within the jurisdiction of the City for consideration by City Council. The City Council may not deliberate on any City matters not specifically disclosed under this Work Session or on this posted City Council Meeting agenda. City Council members and the Mayor always reserve the right to request that a matter be placed on a future agenda for consideration.
 - A. Mayor Brooks Bass announcements and comments.
 - B. Councilman Pena Ward A announcements and comments.
 - C. Councilman Cain Ward B announcements and comments.
 - D. Councilman Matamoros Ward C announcements and comments.
Hotel Occupancy Taxes
 - E. Councilman Rossow Ward D announcements and comments.
 - F. City Manager Lance Petty announcements and comments.
 - G. Updates on current infrastructure.
 - H. Update on reports / concerns from Department heads.

CLOSED SESSION:

8. Executive Session regarding Personnel Matters a) Update on Investigation into complaints filed against Councilman Pena b.) Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; (contract with City Manager - Lance Petty) c.) Discussion regarding twelve-month disciplinary actions administered by Assistant City Manager/City Manager pursuant to section 551.074

COUNCIL BUSINESS – REGULAR SESSION:

9. Take any action resulting from Executive Session.

ADJOURNMENT:

10. Adjourn

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 discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 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).

ACCESSIBILITY STATEMENT This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 233-3526.

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the rear door of the City Hall, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.

Clarisa Molina

Clarisa Molina,
Interim City Secretary, City of Freeport, Texas





Proposal for
Building Department Services
Freeport, Texas





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COVER LETTER

January 4th, 2024

Aoka is pleased to present our proposal for plan review and inspection services to the City of Freeport. Our staff have a minimum of ten (10) years of experience and include six (6) ICC certified MCPs, TSBPE licensed plumbing inspectors, and other ICC certified professionals. Aoka can perform plan review and inspection services in accordance with all building codes and amendments adopted by the City of Freeport, along with other building department services.

We excel at leveraging technology and providing completely digital plan review services. We are experienced in all major municipal software systems and also offer our *VertexPlans*[™] file sharing platform for quick and easy file submission and retrieval. Our clients have found these offerings save both time and money for their municipalities and their citizens, while improving customer service.

We perform services for single-family residential, multi-family residential, commercial, and industrial projects in numerous municipalities throughout the State of Texas and the United States. We hope to add the City of Freeport to our list of highly satisfied clients.

At Aoka, we value high-quality customer service, timely job completion, quality work, and cost-competitive solutions. When you choose Aoka you will receive:

- Outstanding customer service and communication
- Licensed, certified, and experienced professional team members
- Technology driven processes – ensuring timely, accurate, and efficient project completion
- Industry leading turnaround times
- Detailed and thorough digital record generation, and delivery
- Cost-effective and unrivaled quality performance

Sincerely,

Ganesh Chapagain, CEO

713-962-0889

ganesh@aokaengineering.com



SCOPE OF SERVICES

We provide our services using a tri-fold approach - an **established process** that is **centered on technology** and uses **qualified people**.

We have extremely qualified plan examiners, inspectors and professional engineers on staff who have ICC certifications and/or licenses in their fields as well as decades of experience in residential, multi-family, commercial, municipal, and industrial projects. This includes **six (6) Master Code Professionals** (the highest designation for code professionals), and **six (6) Certified Building Officials**. Our staff has in-depth code knowledge and can review any kind of plans as well as solve any code problems that may arise. We pride ourselves on the quality of our work including detailed comments which reference and quote the relevant code.

We also have an established process centered on technology that reduces inefficiencies and allows us to turn plans around in industry leading times. We leverage technology to provide easy uploading of documents, digital plan examination, easy communication with contractors/homeowners, and quick inspection reporting.

More details about our services can be found below:

Building Plan Review

Our building plan review service ensures building safety all the while helping contractors meet their construction goals. When a contractor submits a drawing of their building to us through the city, ICC professionals well versed in building safety codes will review it to ensure what is being planned to build is safe. We provide building plan review services at an industry leading **turn around time of 3-10 days**. With our expert plan review staff supported by our technology centered process, plans are reviewed accurately and timely.

All plans are eligible for electronic submission. The process is as follows:

- The city intakes the permit application with design documents.
- The project is submitted to us through the city's own system or through an easy upload to Aoka's website.
- Aoka's project manager is notified as soon as the city uploads the design documents.
- The project manager will assign the project to one or multiple relevant plan examiners.
- The plan examiners will review the design documents.
- The plan examiners upload their plan check report according to the direction of the city, either on the city's system or on Aoka's digital platform, which can be accessed by the city in real time.
- The project manager will review the plan check report to ensure quality.
- The city will be notified by email as soon as the plan examination and quality review is completed.



- The city will be able to access the plan check reports prepared by the plans examiner which can be distributed to the permit applicant. Transparency is key.

Building Inspection

Aoka will inspect all residential, commercial, multifamily and industrial projects, to ensure compliance with all model building codes adopted by the State of Texas and all local ordinances.

Aoka inspectors will:

- Maintain all necessary certificates and licenses.
- Provide the City with necessary information to determine what inspections are required for a given application.
- Perform inspections under the direction of Aoka's Building Official.
- Complete inspections timely and courteously.
- Represent the City in a professional manner.
- Coordinate inspections with other City departments as necessary.
- Maintain specific records of completed inspections and inspection reports and transmit them in real time to the City.
- Assist in complaint investigations, hazardous building inspections, and assist the City in prosecuting violations.
- In addition to on-site inspections, Aoka offers an optional virtual inspection process. Virtual inspection increases efficiency and reduces costs, and we adhere to all ICC's virtual inspection guidelines.

Other Available Services

- Public Works/ Civil Plan Review and Inspection
- Fire Protection Plan Review and Inspection
- Health Related Review and Inspection
- Certified Building Official Service
- Permit staff augmentation
- Training Service

Availability and Turnaround Times

We propose the following turnaround times for the services listed below:

- | | |
|---------------------------------|--------------------------|
| • Plan Review (<\$5M valuation) | -within 5 business days |
| • Plan Review (>\$5M valuation) | -within 10 business days |
| • Plan Review Rechecks | -within 3 business days |
| • Inspections | -within 24 hours |



REFERENCES

City of Boerne, Texas
447 N. Main Street
Boerne, TX 78006

Scope:

Building plan review

Client Contact:

Nathan Crane, Assistant Planning Director
830-248-1521

ncrane@boerne-tx.gov

City of Kenedy, Texas
303 W Main St
Kenedy, TX 78119

Scope:

Building, fire, public works plan review and inspection

Client Contact:

Jamie S. Albiar, Building Official
830-299-0072

codecompliance@kenedytx.gov

City of Taft, Texas
230 Green Ave
Taft, TX 78390

Scope:

Building, Civil, and Fire- Plan Review and Inspection

Client Contact:

Nikko Arellano, City Clerk
361-528-3512 X100

narellano@cityoftaft.net

City of Pleasanton, Texas
108 Second St
Pleasanton, TX 78064

Scope:

Building plan review and inspection

Client Contact:

John Rainey, Building Official
830-480-6363

jrainey@pleasantontx.gov

City of Desoto, Texas
211 East Pleasant Run Road
Desoto, TX 75115

Scope:

Building inspection

Client Contact:

Esther Willaims, Assistant to the City Manager
469-354-6556

ewilliams@desototexas.gov



City of Winona, Texas
110 Dallas St.
Winona, TX 75792

Scope: Building, fire, and public works plan review and inspection
Client Contact: Rachel Moreno, Mayor
903-316-0696
mayor@winonatx.gov

City of Longview, Texas
300 W. Cotton Street
Longview, TX 75601

Scope: Commercial Building Plan Review
Client Contact: Michael Sherley, Director of Development Services
903-237-1059
mshirley@longviewtexas.gov

City of Malakoff, Texas
109 Melton St
Malakoff, TX 75148

Scope: Building, Civil, and Fire- Plan Review and Inspection
Client Contact: Weston Beck, Public Works Director
903-489-7628
wbeck@cityofmalakoff.net

City of Boyd, Texas
731 E Rock Island
Boyd, TX 76023

Scope: Building Plan Review and Inspection
Client Contact: Daniel Bourgeois, Assistant City Administrator
682-803-9069
dbourgeois@cityofboyd.com

City of Eagle Pass, Texas
100 South Monroe
Eagle Pass, TX 78852

Scope: Building, Civil, and Fire- Plan Review and Inspection
Client Contact: Placido Madera, Development Director
830.671.2775
placido.madera@eaglepasstx.us

PAST PROJECT EXPERIENCE HIGHLIGHTS

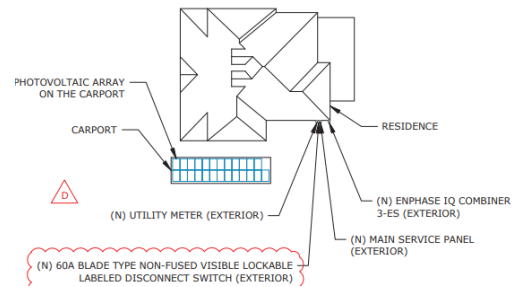
Our team has experience and knowledge in providing comprehensive plan review services. Technologically advanced-efficient digital plan review, industry leading turnaround times, and competitive cost is our hallmark. We have provided a sample of notable projects across multiple construction types.

Residential Solar

Location: Winona, Texas
Date: 2023
Completion time: 1 day

Description

Plan review of a 525 sq. ft. solar array installation comprising roof mounting of 25 Ureco solar panels and associated electrical / structural components.



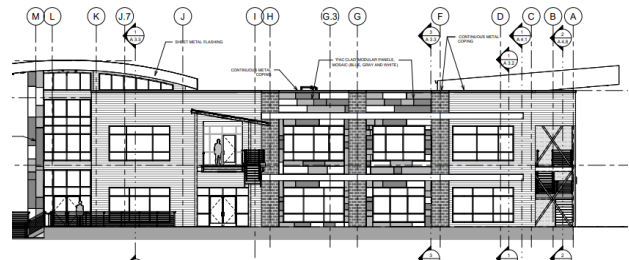
Commercial Construction Plan Review

I-Class Pro Office Building

Location: Longview, Texas
Date: 2023
Valuation: \$6,000,000
Completion time: 5 days

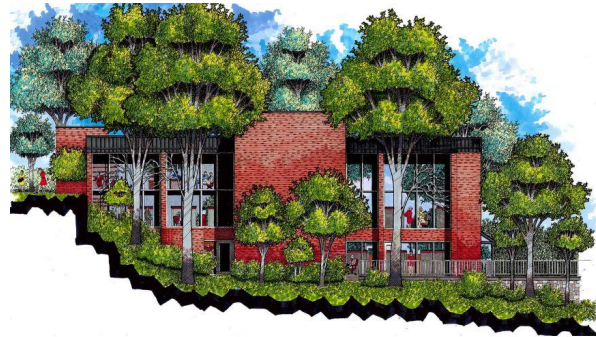
Description

Review consisted of plans to construct a new 24,724 sq/ft convenience store. Review consisted of building (structural and non-structural), mechanical, electrical, energy conservation, and plumbing design documents.



RPGA Design Group Office

Location: Fort Worth, Texas
 Date: 2023
 Valuation: \$1M
 Sq. Ft.: 9496



Description

Review consisted of design documents to remodel an existing 3-story building to provide meeting and office space for a professional design firm.

HEB Grocery Store

Location: Eagle Pass, Texas
 Date: 2023
 Valuation: \$48K
 Completion time: 3 days



Description

Plan review of a commercial remodel. Review consisted of building, mechanical, electrical, and plumbing design documents.

Kenedy Meat Market & Bakery

Location: Kenedy, Texas
 Date: 2023
 Valuation: \$686K
 Sq. Ft.: 4994



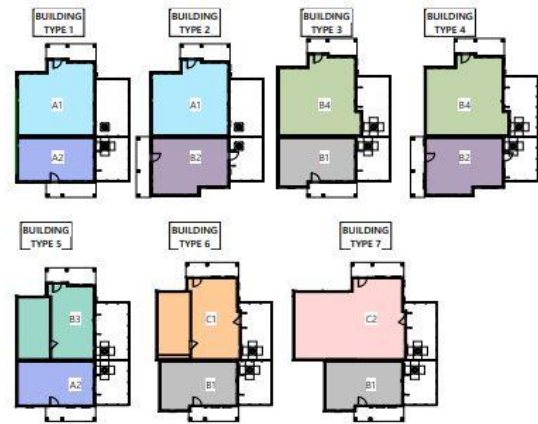
Description

Plan review of a commercial new construction project. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, accessibility and civil design documents.

Multi- Family Construction Plan Review

Amber Meadows

Location: Longview, Texas
 Date: 2023
 Valuation: \$11,360,500
 Completion time: 4 days



Description

Review consisted of plans to construct 235,987 sq/ft of residential multi-family homes. Review consisted of building (structural and non-structural), mechanical, electrical, plumbing, and energy conservation plans.

11 West Apartments

Location: Boerne, Texas
 Date: 2022
 Valuation: \$8.4
 Completion time: 4 days



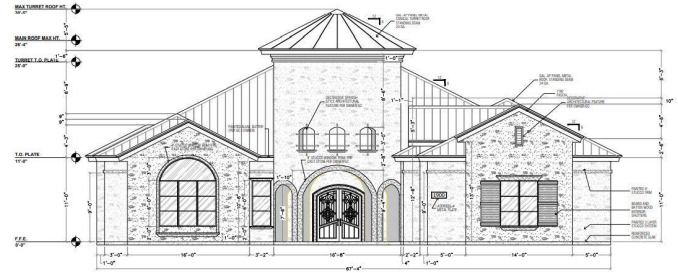
Description

Review consisted of plans to construct 86 units- total 72,000 sq/ft of multi-family complex. Review consisted of building (structural and non-structural), mechanical, electrical, and plumbing plans.

Single Family Construction Plan Review and Inspection

113 Hay Meadow Drive

Location: Winona, Texas
Date: 2022
Valuation: <\$1,000,000

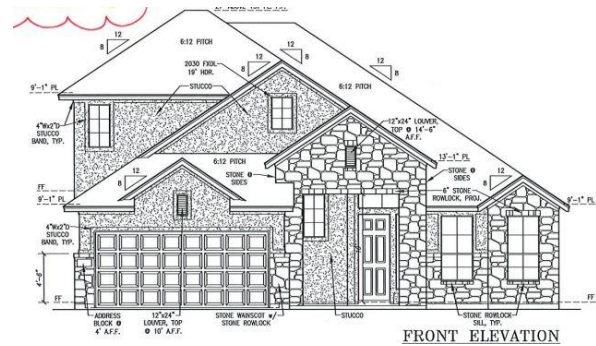


Description

Plan review and inspection of a 2,500 sq/ft 1-story new home construction project. Review consisted of building (structural and non-structural), mechanical, electrical, and plumbing design documents.

313 Vamanos

Location: Boerne, Texas
Date: 2023
Sq Ft.: 3,489

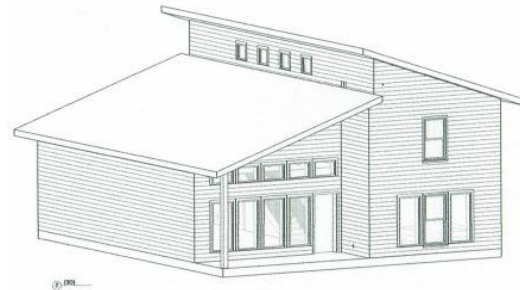


Description

Plan review of a 3,489 sq/ft new home construction project. Review consisted of building (structural and non-structural), mechanical, electrical, energy, and plumbing design documents.

Sutton Residence

Location: Kenedy, Texas
Date: 2022
Sq Ft.: 2,000



Description

Plan review of a 2,000 sq/ft new home construction project. Review consisted of building (structural and non-structural), mechanical, electrical, and plumbing design documents.

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, December 18, 2023 at 6:00 PM at the Freeport, Police Department, Municipal Court Room, 430 North Brazosport Boulevard Freeport Texas for the purpose of considering the following agenda items:

City Council:	Mayor Brooks Bass Councilman Jeff Pena Councilman Jerry Cain Councilman George Matamoros Councilman Winston Rossow	
Staff:	Lance Petty, Interim City Manager/PWD David Olson, Interim City Attorney Clarisa Molina, Interim City Secretary/Administrative Assistant Cathy Ezell, Finance Director Toby Cohen, IT Manager Donna Fisher, Human Resource Director Kacey Roman, Building Official Jennifer Howell, Police Chief Chris Motley, Fire Chief Eddie Norris, Public Works Holden Ezell, Public Works	
Visitors:	Bob Casale Karla Clark James Caccomanno Pamela Dancy Sam Reyna Carol Parker Mark Parker	Lucy Ware Ron Bachman Margaret Bachman Nicole Mireles Manning Rollerson Melanie Oldham Patti Richardson

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER:

Mayor Bass called the meeting to order at 6:00P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge was led by Councilman Rossow.

CITIZENS' COMMENTS:

Desiree Pearson resides at Front Street said she heard a horrible thing at a town hall meeting. She said Jeff Pena always had names for everybody but this one went too far. She said Jeff Pena said he thought the Police Chief was paid by the City an allowance for uniforms and how she could look and dress like that. She said he has gone to far and needs to be stopped.

Melanie Oldham resides at 1206 West Broad Street. She said she has been a healthcare professional for forty years, and recently she was honored to go to Dubai for a health care professionals team at the United Nations COP 28. She said others and her have been watching the City Council Meetings and have kept up with everything. She said before she went to Dubai she made public information requests which she received. She said she wanted to address and spoke briefly to Mr. Petty about all the air quality reports that Mr. Kelty and Mr. Petty requested it be done at the City Hall. She said the first report focused on floors one and two and these reports were done by a pretty well known industrial hygienist. She said the third report was done by a mold remediation specialist and only tested five places on the third floor and also did a walk-through inspection for mold. She said people have told her they have mold on their walls in their offices on the third floor. She is asking for the Mayor and the Council to please do a walk through of the current City Hall. She said when she read through the reports it showed the most dangerous places for the employees and the public to be is on the third floor lobby outside the elevators. She said people are in a danger zone when they are going to pay their water bills and getting off the elevators. She said she hopes Mr. Petty and the Council do a tour and look at the reports. She said there are many options for those 20 employees to be moved immediately just to be safe. She said there is so much focus on the \$345,000 and the bottom line is, because very little remediation has been done at the City Hall, the employees are sick or getting sick and are having to work because they do not want to lose their jobs. She said her second request was about what the City process was for wiring money and got a report back about the P-Cards system. Ms. Oldham said all department heads have P-Cards and have a limit, but they can go to the City Manager and ask to go over the limit and the City Manager can okay that. She said the finance office has been working on this for a while and are going to present the process to the Council and said that is what was also used for the wiring of the \$345,000. Ms. Oldham said the problem is that there is not built in an internal audit oversight checklist and that is why this happened. She said the Council has a chance to put that oversight in. She said the last two audits the City and EDC have received, the auditors have said over and over about improvements on the internal auditing system, because that is why questionable things happen between departments in the City and the EDC.

Nicole Mireles resides at 2002 North Avenue G. She said she was very upset and somebody gave a letter to all the people in attendance at the meeting. She said she knew exactly where this was coming from. She said shame on Jeff Pena. She said this was so rude and unprofessional. She asked why they keep allowing this person to continue bashing city employees? She said it upsets her to let the monster pick on the Citizens and pick on the City. She said she did not know where he came from, but he needed to go back where he came from. Ms. Mireles said he has mommy issues.

Manning Rollerson said, for the record, he elected Councilman Pena to work for the City of Freeport. He said several council members should resign because they knew since June and covered up about the \$345,000 like what happened with Troy Brimage. He said the newspaper has the audacity to say that people are complaining. He said people have a right to complain. He said the people invested a billion dollars in the City and there is no return. He said over a billion dollars were invested in abatement. He said their homes were lost in the East end by the same people that sit and lie to the people and have the audacity to pray to God. He said he lives in the City where on a Thursday, Friday, and Saturday he had to consume the water that he could not get the test results from. He said Veolia gave him the wrong results. He said his family ended up in the hospital. He said all the Council would burn in hell. He said the Council sit there and pray in front of God but are mistreating the people, lying and deceiving them. He said to Mayor Bass he trusted him and had let this happen on his watch and said to him to resign because it happened with him. He said and every one of the Council that sits there in conspiracy to do it. Mr. Rollerson said an independent investigation in the City is needed. He said the lawyer was going to do the same thing, fight the case and then drop it like the Marina. He said he wants to see his

return from the billion dollars invested in the City. He said the Council needed to resign.

Sam Reyna said he wanted to thank the Council for what they did on Wednesday and appreciated it. He said it was something that had to be done. He said he knows for some of the Council it was a hard decision to make, but the right decisions are always the hardest decisions to make. He said he knew some of the Council were fond of Kelty, but it needed to happen. He said to the Council Lance Petty was the right person to lead the City as City Manager. He said Lance Petty is a people's person and he knows his infrastructure. He said to the Council to keep Lance Petty as the City Manager.

Patti Richardson resides at 21 North Avenue A. She read a letter she said it took her a long time to put together to cover all of what she felt and thought. She said she was speaking for a lot of people in the room because people came to her and helped her put this together. She read the letter that said Kelty and Cathy have fiduciary duty responsibility to the City as to their primary roles. She read Kelty was fired for violating the contracts and protocols, no performance bonds, no work permits. She read Ezell failed to do her job for the City which is unlike a regular city, which is unlike regular city employees. She read actual executive privilege requirements to perform such a role. She read the City Secretary also has the same official title as the City Manager, they are both equally important. Ms. Richardson read that since Kelty was terminated with the already documented evidence and admissions, the CFO is also deserving of the same termination. She read no investigation needed for these two, an investigation into what the city staff else knew which is needed as there may be criminal intent discovered until it is completed the citizens can not trust City Hall and the demand that Council not delay and order an independent investigation and hire a third party accounting firm until a new CFO is selected by for full term time City Manager. She said this is the worst time to be making decisions on the Fire Station and spending millions of dollars on new construction. She said the Council is 100% unstable and covered for Kelty, Ezell, and Covarrubias and still think they should be allowed to make more million-dollar mistakes after the approval of Covarrubias. She said there should be a procurement process and a committee made up of residents to restore trust in the bidding process to avoid another Kelty, Ezell, and Covarrubias fiasco.

James Saccomano resides at 1507 West 10th Street. He thanked the Council for the wonderful Senior Citizens Christmas party today at the River Place. He said the event was packed, a full house, and was beautiful and everybody enjoyed it. He said he wanted to thank the City Police Department, Fire Department, EMS, Senior Citizens Commission, and everybody who was involved with this. He said it was very nice and very much appreciated.

Ron Bachman resides at 96 Dolphin Lane. He said he wanted to recognize the Mayor for doing a great job at the symphony concert last Saturday. He said there was a fundraiser going on that did not get publicized very well. He said a gal on the board talked to our Mayor, Lake Jackson Mayor, and the Clute Mayor, and they put their hats in the ring to see who could raise the most money to help the symphony get through the rest of the season. He said the last number he heard that was raised was somewhere well above \$5,000. Mr. Bachman said the reason he is here tonight is that Mayor Bass raised the most. He said the Mayor got the honor of directing the symphony on one of their Christmas class sleigh bells and has had a guest conductor for that in years past, but the Mayor is the best one he has seen. He said the end result was Freeport got good press in front of the huge crowd on Saturday night. He said Freeport came away with a big recognition. He said the other Mayors also did a good job.

PRESENTATIONS/ANNOUNCEMENTS:

Presentation for Employee of the Month, for the month of November 2023.

Interim City Manager Lance Petty presented Employee of the month for the month of November 2023 to Eddie Norris.

COUNCIL BUSINESS – REGULAR SESSION:

Consideration and possible action on the approval of City Council Meeting Minutes, from December 4, 2023 and December 13, 2023.

Karla Clark resides at 411 Sailfish. She said she just needed to make a correction to her statement in the minutes of the last meeting. She said she stated there that the four million was going back to the Port which now, after she reviewed, there is 1.2 million going to the lift station for the Port and the remainder of those funds are going into the OA Fleming demolition and infrastructure. She said she just wanted to make a note that was incorrect as she said.

A motion was made by Councilman Cain to approve the City Council Meeting Minutes, from December 4, 2023 and December 13, 2023, seconded by Councilman Matamoros with all present voting "Aye" 5-0 council unanimously approved the motion.

Consideration and possible action awarding bid proposal Fire Station #2 Apparatus Building.

Fire Chief Chris Motley said they went out for bids on this project and this is the third time bidding for this. He said on the last project they had one company looking at bidding, but the supplier did not get the bid in time for them to finish. He said the staff is recommending City Council to approve the bid for M2 Steel Systems for Fire Station Apparatus Building. He said this included the driveway approach and the generator pad for the property at \$223,003.00 to award the BID on this agreement. He said in the Council memorandum it provides additional information as to why this is being developed, because FM 1495 is expected to be closed for three years and this is preparation for that when that takes place.

Mayor Bass asked Fire Chief Chris Motley when will this start if approved tonight? Chief Motley said possibly as soon as it goes through permitting and everything, possibly January or February. Mayor Bass asked what the completion time would be? Chief Motley said he did not have an exact answer until he got the drawings.

Councilman Cain said this shows that this is showing \$160,000 over budget, and the majority of that he assumes is from extra infrastructure needed. Fire Chief Chris Motley said yes, and they are looking at \$44,000 just for driveway culverts extending water supply to the property. Chief Motley said bringing this into compliance is required that the main building be sprinkled so a six-inch water supply electricity running from the pole to the structure was not in the proposal that was put together in the budget.

Councilman Pena asked if M2 Steel Systems is local and if any of the bidders were local? Fire Chief Chris Motley said most local bidders, when they see this RFP packet and the things required, shied away from it. Chief Motley said M2 Steel Systems has built locally and built the Volkswagen facility and will be building another local facility in the Freeport area. Councilman Pena asked if M2 Steel Systems is bonded and has their bond been verified? Chief Motley said this would be done before the contract is signed. Councilman Pena asked if he could get a copy of the contract before it is signed and executed? Chief Motley said yes. Councilman Pena said it was approved the moving forward of Olson and Olson drafting the contract, but he never saw the contract as it relates to Covarrubias. Councilman Pena said this is a hot topic and there is a lot of distrust and a lot of suspicion and a lot of questions. Councilman Pena said he wants to make sure those questions are asked. Chief Motley said it is understood and contracts are presented to legal counsel to review and whatever is requested and the pertinent roles are met at that point. Councilman Pena said he wants to make sure their bond is verified, financial standing is also bedded, and that the contract also has clawbacks provisions as well as performance provisions and recourse provisions. Councilman Pena asked if the original approval was for \$63,000 and then a bump of \$160,000? Chief Motley said the project on this is \$223,000 but when looking at adding driveways, water supply, bulldoze and other things that were not budgeted, that is a little bit of building costs. Councilman Pena asked what the amount that was budgeted in the City budget for this was? Finance Director Cathy Ezell said \$426,095. Councilman Pena asked when this is all set and done

how much will be invested in this particular project? Ms. Ezell said almost \$582,000, and it will be almost \$160,000 over budget. Councilman Pena asked who developed the budget that was given to the Council for that project at \$426. Fire Chief Chris Motley said the City Manager.

Councilman Matamoros asked if the existing fire station would still be standing and is it being built next to it or behind it? Fire Chief Chris Motley said this is on Gulf Blvd but with this facility closer to the asphalt parking lot, there will be further discussion later in next year's budget and or with the City Manager about what to do with that building to demo it. Chief Motley said one of the discussions was looking at grant writing, if the structure stays boarded up, can it be replaced as is and move forward with that.

Councilman Pena asked if there were grants that were pursued to help facilitate the financing of this particular project? Fire Chief Chris Motley said there have not been any grants on the market that he is aware of. He said he is aware that recently the General Land Office will be something to approach, but they are looking at permanent structures.

Mayor Bass asked Fire Chief Chris Motley what he could tell the Council of M2 Steel? Chief Motley said from what he is gathering from the references, they are very reliable.

Councilman Pena asked Interim City Manager Lance Petty what his confidence level in this particular project and, for that matter, M2 Steel Systems and moving forward with them? Interim City Manager Lance Petty said he is not familiar with M2 Steels. Mr. Petty said he knows the overages are from having to put a new waterline, that only has a two-inch on the opposite side supply of fire line. Mr. Petty said those are pretty typical overages when a construction project is started, but from everything he has read in a short period of time, everything looks in order.

A motion was made by Councilman Matamoros to approve awarding bid proposal Fire Station #2 Apparatus Building, seconded by Councilman Pena with discussion that followed.

Councilman Pena requested that there is diligence done and completed under the contract as well brought to Council.

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0, motion council unanimously approved the motion.

Consideration and possible action on the removal of two board members and liaison from the Freeport Historical Commission & Main Street Advisory Board.

Interim City Manager Lance Petty said Ms. Silbas requested City Council to select replacements for the appointments of Sandra Barbree and Sandra Wood-Wicke due to attendance. He said, additionally, staff requested City Council to select a replacement City Council Liaison. He said currently the majority of the voting record of the City Council Liaison regarding Main Street program action items has been to vote against them and has only attended two meetings. He said, as a result, the Freeport Historical Commission and Main Street Advisory Board have lost confidence that the current City Council Liaison would represent to City Council and the community the direction of the Board. Mr. Petty said this agenda item is aimed at meeting the requirements of Standard inclusive leadership and organizational capacity, which focuses on inclusive supporting volunteer base. He said it is vital to ensure a diverse, balanced and engaged representation of district and community stakeholders make up the Freeport Historical Commission & Main Street Advisory Board.

Mayor Bass asked who the Council Liaison for the Main Street Advisory Board is? Interim City Manager Lance Petty said Councilman Pena.

A motion was made by Councilman Cain to approve the removal of two board members and Liaison from the Freeport Historical Commission & Main Street Advisory Board, seconded by Councilman Matamoros with

discussion that followed.

Councilman Pena said he has been quite busy trying to hold City Hall accountable for other major infractions as was recorded at the last special meeting. He said Main Street, Downtown, and the City of Freeport are very important to him. Councilman Pena said he wished somebody would have reached out to him and specifically tell him and to speak about those issues even outside of those particular meetings. He said we all have busy schedules and on addition to his participation level of the Main Street Board, there was a limit on the participation level of the Liaison and this was politically motivated by the former City Manager. He said now that that particular role has been vacated, he thinks there might be a different energy in the group. Councilman Pena said, as the Liaison or not Liaison he would be attending as a resident, as he has always maintained, he is a volunteer. He said he is a resident of Freeport and volunteers his time. He said he does not get paid beyond the \$175 that gets to him every month. He said he will be involved with the downtown Main Street Board just as much as he tries to be involved in every element in Freeport he feels is important for the City to thrive.

Karla Clark resides at 411 Sailfish. She said on the Downtown Main Street Board, three members are being lost. She asked how much money was spent on the UTSA that was just voted on? She said this is ridiculous, all this money is being spent and there are no people that will serve, yet spending a bunch of money to get this plan from college.

Finance Director Cathy Ezell said \$70,000 was spent on this plan.

Karla Clark said \$70,000 may be needed and now there are people that may not serve on the board. She asked how this is productive for the City or the Main Street?

Mayor Bass said it seems to him they want to get productive members on the board that will show up to work and a Council Liaison that will work.

Karla Clark asked when the last plan was done? She said it was done just a few years ago, and they did not do that either. She said it is just a money pit that goes on and on.

Councilman Cain said the board is very important to the City. He said he could appreciate the fact that the Main Street among themselves made the decision and brought it to the Council. He said a couple of years ago the opposite was done with the EDC where it was brought to the Council without going through the EDC first. He said he feels like the Council got it wrong in doing it that way. Councilman Cain said he feels Main Street did it the proper way this time.

Councilman Pena said he was curious if Main Street had communicated with the other two board members about their removal. He said he is also curious if there are any other changes within Main Street in terms of board members or staffing.

Mayor Bass called the motion to a vote, with a 4-0 vote motion passed. Councilman Pena voted "Nay" but he was unable to vote.

Consideration and possible action approving Resolution No. 2023-2827 appointing two new members and a new liaison to the Historical Commission & Main Street Board.

Interim City Manager Lance Petty said staff recommended approval of the proposed resolution to appoint two new qualified individuals to the Freeport Historical Commission and Main Street Advisory Board and a new City Council Liaison. He said the Freeport Historical Commission and Main Street Advisory Board are seeking to fill two positions with qualified applicants. Mr. Petty said the terms for these two positions are unexpired, position one will expire May 31, 2024, and position 2 will expire May 31, 2025. He said two applications were received, and the two applicants currently serve on the Freeport Main Street Economic Vitality Subcommittee. Mr. Petty said Edith Fisher and Jessie Glatz were the two applicants.

Melanie Oldham said she is also on the Main Street Subcommittee and did not have the opportunity to apply. She said this was the first time she had heard of this.

Mayor Bass said to Melanie Oldham he thinks she is a fine addition, and he would like to add Ms. Melanie Oldham as a person of interest for this position.

A motion was made by Councilman Pena to table this item and extend the invitation to the public at least to the next meeting. Motion died due to lack of a second.

A motion was made by George Matamoros to appoint Ms. Melanie Oldham to the term that expires on May 31st of 2024 and Ms. Edith Fisher to the term that expires May 31st of 2025, seconded by Councilman Cain with all present voting 4-1 motion passed. Councilman Pena voted "Nay".

Councilman Cain volunteered to be the Council Liaison for the Main Street Board.

Discussion and possible action of agreed sale price for parcel one and parcel two for \$71,600.00 for Lucy Ware.

Lucy Ware thanked Interim City Manager Lance Petty for calling her back and responding to her email so promptly. She said she is coming to the Council to see if they could renegotiate the price of the property. She said it had been a little over two years, and she still had not closed on it. She said it was brought to her attention that the portion of the front street is still under the Velasco Drainage District that she was supposed to be purchasing from the City. She said, now to find out how to get that to the City of Freeport's name, so then she can purchase it. Ms. Ware said she is still not 100% sure if it is a buildable lot. She said there is a BWA easement on the property. She said she was told by different engineers that she may have to build up to 20 feet away from there. She said she wanted to make an offer of \$45,000 for that property. She said the deed she has does not match the title commitment, and it does not match the survey which has been an issue.

Councilman Cain asked if legal has had a chance to look at this? Interim City Attorney David Olson said briefly and if needed to walk away from this agreement, that will be fine, but he will take a hard look at the property description to make sure it is accurate. Mr. Olson said if there is a recommendation at a staff level that may need to reduce the actual square footage that is being proposed to be sold by the City, it would need to reflect the price per square foot of the appraisal or have another appraisal done.

Councilman Pena asked about the 20-foot set back restriction. Lucy Ware said she had been talking to the engineer, and it could be up to 20 feet setbacks from the BWA on the easement. Councilman Pena asked what the City had been trying to sell to her was 60 feet wide? Lucy Ware said a little over 60 feet.

Consideration and possible action approving the agreement for a consent to encroachment between property owner Pamela Dancy and the City of Freeport.

Desiree Pearson resides on Front Street. She asked the Council to keep in mind that Pam Dancy's carport has been on City property for the last 15 years, and she knew it because she had her own survey which she would not share with the City. She said if the Council started giving residents pieces just because they build over on city property. She asked the Council when they would stop giving? She said it looked to her that this would open a can of worms.

Pamela Dancy said she never knew that it was on city property.

Councilman Matamoros said he was not there at the last meeting, but he did ask the City Manager, Mr. Petty for the changes Ms. Dancy requested in the agreement. He asked why Ms. Dancy added the following to Section 2 "Necessary future infrastructure improvements" are defined as infrastructure improvements approved by written resolution by a majority vote of the City Council, specifically pertaining to the right-of-way adjacent

to Owner's property described in Exhibit A, with a specific finding in said resolution by the City Council that the improvements cannot be completed without removal of the encroachment. Owner, or its successors and assigns, shall, at their sole expense, cause the removal or alteration of such encroachment within thirty (30) day notification by certified mail that the City Council has approved the "necessary future infrastructure improvement" along with a copy of the passed City Council Resolution to that effect?

Ms. Dancy said she had her attorney reword that for the language. She said the carport has been there for 15 years, and it went before getting a permit and an okay on it. Ms. Dancy said she personally did not do it. She said the corner of the carport is what is on City property. She said if the City Manager came in to work on the ditch, that would benefit her because of flooding. She said she would move it. She said she received a code violation from a resident attacking her, and she needs to protect herself as well. She said the carport is grandfathered in. She said Mr. Petty is the only one that has helped her with the flooding situation.

Councilman Matamoros said he is looking at it as Ms. Dancy has always said principles before personalities. He said the principle is the carport is in the City easement. He said it comes down to where she wants the Council to bend over for her by putting a majority vote on a necessary project for something she has done incorrectly.

Pamela Dancy said no, she did not want the Council to bend backwards for her. She said telling a citizen they are in the wrong. She said she did not like that.

Karla Clark said the survey Ms. Dancy had been different from the survey that was done recently by the City.

Bob Casale said he really hates to see anyone in the City put up with issues like this, and it should have been handled a long time ago.

Councilman Matamoros said he is trying to look at what is best for the entire City. He said if added unnecessary addendum or portion to this section, then everybody else down the line would want it. Mr. Matamoros said he is looking out for the residents of Freeport as a whole and does not think it is necessary to have that added. He said if it was removed he would be fine with the agreement.

Interim City Attorney David Olson said a couple of statements were made that need to be corrected. He said you can not grandfather encroachments on the city's right of way. Mr. Olson said the City has absolute and complete control over its right of way. He said if this language is taken out, it is kind of the same thing. He said he would be happy to sit down with Pam and explain that to her or her attorney, but ultimately, all this does is give her the right to allow that improvement to stay because it has been there for a while, and if any work ever has to be done, she will have to remove it at her expense.

Mayor Bass asked if, legally the city can, without a majority of resolution vote or the City Council do work on that property if needed? Interim City Attorney David Olson said it would require a majority vote of Council to approve the project that was in that right of way.

Interim City Attorney David Olson asked if work had to be done on the ditch, would the section of the carport have to be removed? Interim City Manager Lance Petty said yes, any major work that would take place in that ditch would have to move to be able to get the equipment in there. Mr. Petty said it is not a permanent structure and can be easily moved. Interim City Attorney David Olson said this is just a temporary band-aid that allows her to keep the improvement until needed to do work.

Mayor Bass asked if Interim City Attorney David Olson is okay with the consent encroachment if the language is removed? Mr. Olson said if removing the added necessary future infrastructure improvement language that was read out earlier, correct.

A motion was made by Mayor to table this item with the understanding Interim City Attorney will get with Ms. Dancy and her Counsel and work on getting the language removed, seconded by Councilman Cain.

Consideration and possible action approving Resolution 2023-2828 designating signatories of City Bank Accounts.

Finance Director Cathy Ezell said this resolution was brought forward because signatories from Texas Gulf Bank account requires updating to reflect staffing changes. She said this resolution would add Lance Petty, Interim City Manager and Ashlee Ferguson, Financial Analyst as signatories on the bank account along with maintaining herself and Mayor Bass as signatories on the bank account. Ms. Ezell said by having four signatories there is a back-up for the City Manager and Finance Director in case having the backup signer is necessary.

A motion was made by Councilman Cain to approve Resolution 2023-2828 designating signatories of City Bank Accounts, seconded by Councilman Matamoros with discussion that followed.

Councilman Pena asked who the two new signatories are? Finance Director Cathy Ezell said Lance Petty and Ashlee Ferguson because the policy states that you have to have a management representative and a finance representative. Ms. Ezell said the date Ms. Kelty was put on administrative leave and Mayor Bass has been manually signing all the checks for the management side.

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0 council unanimously approved the motion.

Consideration and possible action approving Resolution 2023-2829 amending designated signatories of City TexPool Account.

Finance Director Cathy Ezell said this also requires a resolution to change signatories. She said adding Mr. Petty and Ms. Ferguson.

A motion was made by Councilman Matamoros to approve Resolution 2023-2829 amending designated signatories of City TexPool Account, seconded by Councilman Cain with discussion that followed.

Councilman Pena asked if the two signatories were the same Mr. Petty and Ms. Ferguson? Finance Director Cathy Ezell said yes.

Mayor Bass said that, except for this, the Mayor has an inspection signature and can not sign to release any money.

Councilman Pena asked what the inspection meant? Mayor Bass said he can take a look if he wants to see what is going on.

Mayor Bass called the motion to a vote, with all present voting "Aye" 4-1 motion passed. Councilman Pena voted "Nay".

Consideration and possible action approving Resolution 2023-2830 to amend Texas Class authorized representatives.

Finance Director Cathy Ezell said the signatories that would be added would be Mr. Petty and Ms. Ferguson and Mayor Bass as an inquiry.

A motion was made by Councilman Cain to approve Resolution 2023-2830 to amend Texas Class authorized representatives, seconded by Councilman Rossow with all present voting 4-1 motion passed. Councilman Pena voted "Nay".

Consideration and possible action to approve the Windstorm Insurance Policy Renewal.

Finance Director Cathy Ezell said the Windstorm renewal is coming in as \$84,332. She said there is no change in the rate over the last year.

A motion was made by Councilman Rossow to approve the Windstorm Insurance Policy Renewal, seconded by Councilman Matamoros with discussion that followed.

Councilman Pena asked if the premium was raised from the previous year? Finance Director Cathy Ezell said no, it was the exact same premium with the addition of the library being added for the same cost.

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0 council unanimously approved the motion.

Consideration and possible action to approving Ordinance 2023-2714 for Budget Amendment #2 for Fiscal Year 2024.

Finance Director Cathy Ezell said this proposed budget amendment will fund \$160,000 of overage for the Fire Station. She said it will roll the fueling station that was approved last year.

Karla Clark asked what the final and total cost of the FMP kitchen was? Finance Director Cathy Ezell said the renovations have not been finished and do not have a final total cost yet, but the budget amendment was for \$40,000.

A motion was made by Councilman Cain to approve Ordinance 2023-2714 for Budget Amendment #2 for Fiscal Year 2024, seconded by Councilman Matamoros with discussion that followed.

Councilman Pena said he hopes the contract comes back to the Council to look at the final numbers.

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0 council unanimously approved the motion.

Consideration and possible action approving Ordinance No. 2023-2715 for Budget Amendment #3 for Fiscal Year 2023.

Finance Director Cathy Ezell said after reviewing all the invoices after everything had been processed, there were a couple of departments that were over by just a little bit. She said Information Technology was over by \$1,000, Fire by \$1,000, Building by \$500, Senior Citizens by \$200, Library by \$3,100 and Golf by \$16,000 for a total of \$21,800. She said she is moving this from Administration and building maintenance, where it was estimated a little more than what was necessary.

Mayor Bass asked what the net effect would be? Finance Director Ezell said it would be zero.

A motion was made by George Matamoros to approve Ordinance No. 2023-2715 for Budget Amendment #3 for Fiscal Year 2023, seconded by Councilman Rossow with all present voting 4-1 motion passed. Councilman Pena voted "Nay".

WORK SESSION:

The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-H below, an item appearing on the City Council agenda for this meeting, on matters related to community events, or on matters that are not within the jurisdiction of the City for consideration by City Council. The City Council may not deliberate on any City matters not specifically disclosed under this Work Session or on this posted City Council Meeting agenda. City Council members and the Mayor always reserve the right to request that a matter be placed on a future agenda for consideration.

Mayor Brooks Bass announcements and comments.

Mayor Bass said he would like to wish everyone a Merry Christmas. He said he is looking forward to a good four months in January so that there are eight meetings, maybe with some special meetings. He said he enjoyed it. He said he wants to think Freeport is moving in the right direction and has done things as the City Council to improve the lives of the citizens of Freeport. He said he thinks the Council has done a good job. He said the Council is doing what they can to protect the citizens and to protect the workers.

Councilman Pena Ward A announcements and comments.

Councilman Pena thanked everyone that attended the meeting and spoke out truthfully. He thanked all those that attended the 55-plus Christmas Party. He said he is the Liaison for the Seniors and also missed the last couple of meetings, but as usual he continues to strive to promote what he believes is an important part of the Freeport community. He said he hopes more neighbors 55 plus join the gatherings in 2024. He said you do not have to like him or agree with him, but he will be found where the truth is. He said he agrees with the residents that asked for additional audits and a procurement process, and he hopes he can get this on the agenda for the next meeting as well as the discussion of the CFO role in the Covarrubias. He said he wanted to make sure a motion is made for executive session to include our wonderful Police Chief.

Councilman Cain Ward B announcements and comments.

Councilman Cain thanked the residents that attended the meeting and for those viewing online. He said this is the last meeting of the year and would like to wish everybody a Merry Christmas and a safe Happy New Years.

Councilman Matamoros Ward C announcements and comments.

Councilman Matamoros thanked the residents that attended in person and spoke during citizens comments and agenda items. He said he would like to thank the First Responders for the fabulous parades throughout the city this past week. He said seeing the faces light up was priceless. Councilman Matamoros thanked the Freeport Fire, Freeport EMS, and Freeport Police department for a job well done. He said he would like to wish all residents and city employees a very Merry Christmas and a Happy New Year. Councilman Matamoros said he is expecting some great things for Freeport in 2024.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow said he also would like to thank all the citizens that attended the meeting. He said he attended the Senior Citizens this morning, and it was well attended. He said the parade that went by his house scared the devil out of him. He said he welcomes all the citizens that have things to say about the City of Freeport. He said he sees employees working and jobs being done. Councilman Rossow said the city looks better than it did ten years ago. He said Freeport is a nice place to live.

Interim City Manager Lance Petty announcements and comments.

Interim City Manager Lance Petty said the waste water treatment plant is still working with Freese and Nichols and GLO to reduce the scope and look for additional funding. He said the wastewater collection line replacement is 25% complete and would be bringing in additional staff and additional crews to help speed the process up, so they can catch up to their timelines. He said engineering firms qualifications were received, and it was cut down to three finalists for new engineering firms, and they will be setting those meetings up to let them give their presentation.

Updates on current infrastructure.

Update on reports / concerns from Department heads.

A motion was made by Councilman Pena to include the City Chief of Police Chief Howell in Executive Session. Motion died due to lack of a second.

A motion was made by Mayor Bass to include Lance Petty as well as Rick Navarro, seconded by Councilman Matamoros with all present voting 4-1 motion passed. Councilman Pena voted "Nay".

CLOSED SESSION:

Executive Session regarding

a.) (Deliberations about Real Property) pursuant to Section 551.072, Texas Gov't Code to hear presentation and discuss Velasco School.

b.) (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; (Appointment of City Manager-Lance Petty) pursuant to Section 551.074

c.) (Consultation with Attorney) pursuant to Section 551.071, Texas Gov't Code to consult with legal counsel in the lawsuit styled and numbered City of Freeport vs Braztex Development, LLC, et.al., Cause No. 120329-CV (149th Jud. Dist. Crt., Brazoria County, Texas)"

The regular session closed at 7:30P.M. and Council entered into Executive Session.

COUNCIL BUSINESS – REGULAR SESSION:

Take any action resulting from Executive Session.

Executive Session ended at 9:30P.M. and Council entered back into regular session.

A motion was made by Mayor Bass to nominate and name Lance Petty as the City Manager of the City of Freeport at the salary of \$160,000 to be paid from the time he would relay to Cathy Ezell that he took over the job for Mr. Kelty, seconded by Councilman Cain with all present voting "Aye" 5-0 council unanimously approved the motion.

A motion was made by Mayor Bass to sign the rule 11 that has been presented to the Attorney to be presented to Council thereby agreeing to dismiss the lawsuit against Braztex commiserate with their dismissing the lawsuits against the City of Freeport and will make it a mutual dismissal of all claims and privileges and so forth against each other, seconded by Councilman Matamoros with discussion that followed.

Rick Navarro said what he brought before the Council is rule 11 agreement with opposing Council where after going through quite a bit of discovery and depositions it was agreed it was in the best interest of both parties to do a mutual draw on this case and that each side agreed to dismiss its case and counter claims against the other. He said each side bears its own costs. Mr. Navarro said all he needs is approval action in open session from the Council agreeing to that, and he will execute the documents.

Mayor Bass asked if this was his legal advice? Rick Navarro said that is his legal advice and his recommendation and thinks it is in the best interest of the City to do that at this time.

Councilman Pena said for all of the reports and work product be released to the public, so there is a full complexion and understanding of what actually was investigated and why.

Mayor Bass called the motion to a vote, with all present voting "Aye" 4-1, motion passed. Councilman Pena voted "Nay".

ADJOURNMENT:

Adjourn

A motion was made by Councilman Cain to adjourn the meeting, seconded by Councilman Rossow with all present and voting "Aye" 5-0. Mayor Bass adjourned the meeting at 9:34P.M.

Brooks Bass, Mayor

Clarisa Molina, Interim City Secretary



City Council Agenda Item #3.

Title: **Public Hearing:** Consideration and possible action amending Ordinance No. 2023-2712 regarding changes to City of Freeport Zoning Ordinance section 155.501 Standards for Residential Infill Development to allow single family residences and carports to be built on single 25-foot lots.

Date: January 8, 2024

From: Kacey Roman, Building and Code Director

Staff Recommendation: Staff recommends to approve the modification of the ordinance as recommended by the Planning & Zoning Commission.

Item Summary: The Current City Ordinance prohibits building on individual 25-foot lots, and currently requires that there must be 2 adjacent lots at a minimum. Also, Ordinance 155.501 requires that a one-car garage be constructed with a new house build. The proposed changes to the ordinance would allow single family residences to be built on single 25-foot lots, and to remove the garage requirement on 25 foot lots because of size constraints.

Background Information: This item has been discussed in several open meetings by the Planning & Zoning Commission and at City Council. Citizen comments were heard and taken into consideration. The suggested changes to the ordinance are as follows:

- The following changes to apply to both Cottages and Small Cottages.
- Allow for single family residences (Small Cottage and Cottages) to be built on Single 25 ft lots
- Should be allowed with a Limited Use “L” Requirement (not a Specific Use Permit).
- Must have 2 paved off-street parking spots.
- Are not required to have a garage or carport, if there is enclosed Outdoor Storage provided.
- Minimum Setbacks 15 ft front, 5 side, 5 rear
 - If parking in rear with a developed alley – 15 ft front setback
 - If parking in the front – 25 ft front setback
- Minimum lot area 2,500 sq ft.

- Minimum lot width 25 ft.
- Minimum Dwelling size 850 sq ft. with outdoor storage closet/building.
- Number of Existing Lots Needed – 1
- Clarification: Do not require the lots to have a developed alleyway, and do not restrict parking to the rear.

Special Considerations: n/a

Financial Impact: n/an/a

Board or 3rd Party Recommendation: On December 19, 2023, the Planning and Zoning Commission voted to approve the ordinance revisions as noted.

Supporting Documentation:

1. Draft Ord - Small Cottages v4

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE CITY OF FREEPORT’S ZONING ORDINANCE BY AMENDING SECTION 155.201 ADD A NEW LAND USE DEFINITION FOR SMALL COTTAGE; AMENDING TABLE 155.401-1 TO ADD LIMITED USE STANDARDS FOR SMALL COTTAGE AND COTTAGE LAND USES; AMENDING TABLE 155.501-2 “STANDARDS FOR RESIDENTIAL INFILL DEVELOPMENT” TO ADD A NEW SMALL COTTAGE HOUSING TYPE AND PROVIDE REGULATIONS AND EXCEPTIONS; AMENDING SECTION 155.501 “STANDARDS FOR RESIDENTIAL DEVELOPMENT”, SUBSECTION (B), “ALTERNATIVE STANDARDS FOR COTTAGES, SINGLE-FAMILY ATTACHED, AND TOWNHOUSES” TO PROVIDE GARAGE AND EXTERIOR STORAGE REQUIREMENTS AND EXCEPTIONS FOR COTTAGE AND SMALL COTTAGE HOUSING TYPE; CONTAINING A PREAMBLE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, the City of Freeport (the “City”) is undergoing an increased level of development and redevelopment of individual parcels of property within the City;

WHEREAS, the City Council seeks to assure orderly development;

WHEREAS, the City may establish by ordinance, general rules and regulations governing the zoning of land within its corporate limits in order to promote the health, safety, and general welfare of the City and to promote the safe, orderly and healthful development of the City; and

WHEREAS, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

WHEREAS, City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

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

Section 1. The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

Section 2. Section 155.201, “Definitions” of Chapter 155 “Zoning Code” of the Code of Ordinances is hereby amended to add a definition for “Small Cottage” to read as follows:

“SMALL COTTAGE means a small single-family detached dwelling unit that is intended for 25 foot wide small lots in specified zoning districts.”

Section 3. Section 155.401(B)(2) of Chapter 155, “Zoning Code,” of the Code of Ordinances is hereby amended, in part, to read as follows:

“(2) “L” means that the land use is a limited use that is permitted in the same manner as a Permitted Use, but is also subject to §155.402, *Limited Use Standards*.”

Section 4. Table 155.401-1, “Permitted Uses by District,” in section 155.401, “Land Use Table,” of Chapter 155, “Zoning Code,” of the Code of Ordinances is hereby amended, in part, by the addition of a new “Small Cottage” land use subject to section 155.402, “Limited Use Standards,” in the use category “Household Living,” and by amending the use-specific standards for “Cottage” in the “Household Living,” use category to “Limited Use” or “L” designation, to

read as follows:

Use Category	Land Use ¹	Residential					Mixed-Use and Non- Residential						Use- Specific Standards ²	Parking ³ (155.600)
		R1	R2	MH	W-R	MF	DT	C-1	C-2	C-3	W-1	IN		
Residential														
Household Living	Cottage	--	<u>L</u>	-	-	<u>L</u>	-	-	-	-	-	-	§155.402	2/unit
	Small Cottage	--	<u>L</u>	=	=	<u>L</u>	=	=	=	=	=	=	§155.402	2/unit

Section 5. Section 155.402(B), “Standards for Residential Limited Uses” of Chapter 155, “Zoning Code,” of the Code of Ordinances is hereby amended by the addition of a new part (6) titled, “Cottage and Small Cottage Housing”, to read as follows:

“(6) *Cottage and Small Cottage Housing.* Cottage and Small Cottage Housing shall:

- (a) Provide for hard surface off-street parking for two parking spaces in accordance with §155.600, *Parking and Loading*;
- (b) Comply with all applicable standards of §155.501, *Standards for Residential Development*;

Section 6. Section 155.501(B)(4), “Garages Required for New Construction,” of Chapter 155, “Zoning Code,” of the Code of Ordinances is hereby amended, to read as follows:

“(4) *Garages Required for New Construction.* [Unless noted otherwise within this Subsection,](#) any new residential dwelling shall include a garage as outlined above in Subsection (A) General Residential Standards.”

Section 6. Section 155.501(B), “Alternative Standards for Cottages, Single-Family Attached, and Townhouses”, of Chapter 155, “Zoning Code,” of the Code of Ordinances is hereby

amended by the addition of a new part (5), “Garage Alternative for Small Cottage Housing,” to read as follows:

“(5) *Garage Alternative for Cottage and Small Cottage Housing.* In lieu of the garage requirement, Cottage and Small Cottage housing types on 25 foot lots may include either:

- (a) a partially enclosed covered carport large enough to accommodate two vehicles which satisfies all other applicable standards in §155.403, *Accessory Uses and Structures*; or
- (b) an exterior storage space for the storage of outdoor items which may be either an accessory structure subject to all applicable standards in §155.403, *Accessory Uses and Structures*, or an exterior closet attached to the primary structure.”

Section 7. Table 155.501-2 in section 155.501, “Standards for Residential Infill Development,” of Chapter 155, “Zoning Code,” of the Code of Ordinances is hereby amended, in part, by the addition of standards for a new housing type, “Small Cottage,” and by amending the standards for “Cottage” housing types, to read as follows:

Housing Type ²	Number of Existing Lots Needed	Total Units	Number of Bonus Units	Lot and Building Standards					Setbacks for Each Lot			
				Minimum			Maximum		Minimum			
				Lot Area	Lot Width	Dwelling Unit Size	Lot Area	Building Height	Front	Interior Side	Street Side	Rear
Cottage	<u>1</u>	2	0	<u>2,500 sq ft</u>	25 ft	<u>850 sq ft</u> ⁶	4,000 sq ft	35 ft	<u>15 ft / 25 ft</u> ⁵	2.5 ft ³ / 5 ft	5 ft	<u>5 ft</u>
Small Cottage	<u>1</u>	<u>1</u>	<u>0</u>	<u>2,500 sq ft</u>	<u>25 ft</u>	<u>850 sq ft</u> ⁶	--	<u>35 ft</u>	<u>15 ft / 25 ft</u> ⁵	<u>5 ft</u>	<u>5 ft</u>	<u>5 ft</u>

Section 8. Section 155.501, Table 155.501-2 “Standards for Residential Infill

Development” of Chapter 155, “Zoning Code,” of the Code of Ordinances is hereby amended, in part, by the addition of a new Note 5 and Note 6 that shall read as follows:

“⁵ When off-street parking for Cottage and Small Cottage housing types is provided in the front yard, the front setback shall not be less than 25 feet.

⁶ Dwelling Unit Size for Cottage and Small Cottage housing may include exterior storage space in the form of an exterior closet attached to the primary structure.”

Section 9. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 10. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Section 11. This Ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2024.

Brooks Bass, Mayor

ATTEST:

Clarisa Molina, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney



City Council Agenda Item #4.

Title: Discussion and possible action of agreed sale price for parcel one and parcel two for \$71,600.00 for Lucy Ware.

Date: January 8, 2024

From: Lance Petty, Interim City Manager

Staff Recommendation: Staff does not recommend any action from discussion

Item Summary: Ms. Lucy Ware contacted requesting to be included on the December 18th agenda to discuss the agreed sale price of property

Background Information: On July 12, 2022, the Freeport City Council and Ms. Lucy Ware agreed upon the sale price of \$71,600.00 for Ms. Ware to construct a residential home. Ms. Ware requested to address the Council about a reduction in price. Discussion of property is, Parcel One: .1070 acre of land more or less, out of closed Front Street and part of tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas. Parcel Two: .24252 acre land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of applicants' property in Brazoria County, Texas.

Special Considerations: None

Financial Impact: None

Board or 3rd Party Recommendation: None

Supporting Documentation:

1. Freeport offer to sell letter (Ware)
2. Resolution - Ware Sale docx
3. ORDINANCE ROW
4. Survey of River Tracts 2 & 3 for wares
5. scan@birdsongrealtors.com_20230926_155021
6. DivisionStreet 0-284+ ac

7. Coleman appraisal of .1070 acre Levy property at 2 N. Front street
8. Coloman appraisal of .24252 acre Division Street ROW

DUNCAN LAW FIRM
ATTORNEY & COUNSELOR AT LAW

P.O. BOX 2017
ANGLETON, TEXAS 77516
TELEPHONE: (979) 849-9944
CHRISDUNC@GMAIL.COM

July 12, 2022

Aaron and Lucy Ware

RE: Offer by City of Freeport to sell two (2) parcels of property.

Mr. and Mrs. Ware:

I am following up regarding the motion passed by Freeport City Council last night to sell you two (2) parcels of property owned by the City. Specifically, the City Council has authorized me to make the following offer of sell to you (hereafter referred to as "Buyer"):

PROPERTY

PARCEL ONE:

.1070 acre of land more or less, out of Closed Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

PARCEL TWO:

.24252 acre of land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of Applicant's property in Brazoria County, Texas

PRICE

Seventy-one thousand, six hundred and 00/100 Dollars (\$71,600.00). Payable at closing.

SPECIAL CONDITIONS OF SALE

1. Buyer must build a house on either the property currently owned at 2 Front Street, Freeport, Texas (the property abutting Parcel One) or on Parcel Two within 3 years of the date of closing;
2. Buyer cannot sale or in any way transfer ownership in Parcel Two without first providing the City of Freeport the right of first refusal to buy back Parcel Two for the original purchase price (appraised value) of \$48,300.
3. If Buyer fails to build a house on either property within 3 years, the City of Freeport shall have the absolute right to buy back both parcels for the original purchase price of \$71,600.

4. If Buyer replats the two parcels into the same lot, and fails to build a house on the property within 3 years, the City of Freeport shall have the absolute right to buy back the re-platted lot including both parcels and any other property combined in that re-platted lot for the original purchase price of \$71,600.
5. Buyer shall execute within 30 days of demand, all documents required by the City of Freeport to execute its rights of repurchase set forth above. Should Buyer be unable or unwilling to execute the necessary documents, Buyer consents to a declaration of title by a state district court in Brazoria County, Texas.

CLOSING:

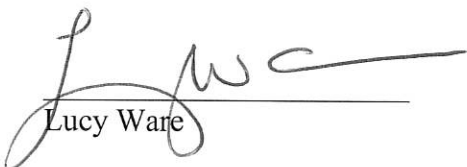
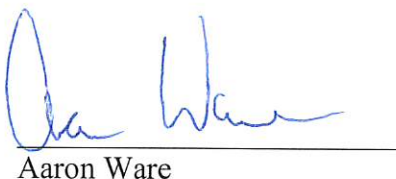
1. The parties agree to execute a standard third-party financing TREC sales contract containing the above terms of sale, and requiring closing within 60 days of execution;
2. Subsequent to the execution of the sales contract, the City of Freeport shall pass the requisite Resolution and Ordinance to effect the sale;
3. The City of Freeport shall prepare two special warranty deeds in the form acceptable to the City;
4. The closing may be made at the title company of Buyer's choice, however, any title policy shall be paid for at Buyer's expense;
5. The City shall not pay any commissions nor any costs of closing.

Sincerely,



Christopher Duncan

ACCEPTED:


Lucy Ware
Aaron Ware

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A DEED TO CONVEY REAL PROPERTY TO LUCY WARE, WITH A REQUIREMENT TO BUILD A HOME ON SAID PROPERTY WITHIN 3 YEARS AND CONTAINING A REVERTER CLAUSE.

WHEREAS, the City of Freeport, Texas is a home rule municipality; and

WHEREAS, Lucy Ware owns real property located at 2 Front Street, Freeport, Texas; and

WHEREAS, Lucy Ware seek to purchase property fronting the Old Brazos River, adjacent to her property and owned by the City of Freeport, Texas, said property identified as:

.1070 acres of land more or less, out of Closed Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

; and,

WHEREAS, Lucy Ware seeks to develop the above property to build a residential home and

WHEREAS, the City Council finds that the waterfront property owned by the city is not accessible or developable by any other property owners, and that development by Lucy Ware will produce future tax revenue to the City; and.

WHEREAS, attached to this Resolution and incorporated herein are property descriptions of the land owned by Lucy Ware, the land owned by the City of Freeport being sold by this resolution, and an independent fair market value appraisal by a certified appraiser.

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

SECTION 1. FINDINGS. The City Council of the City hereby finds as true, the statements contained in the preamble set forth above.

SECTION 2. AUTHORIZATION TO TRANSFER. The Mayor of the City is hereby authorized to execute a deed without warranty of the subject property to Lucy Ware upon payment of the fair market value of \$23,300, said deed requiring that Lucy Ware build a residential home on said lot within 3 years and containing a reversion clause activated upon failure to comply with such requirement.

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; VACATING, ABANDONING AND CLOSING THE PORTION OF THE DEDICATED STREET IN THE VELASCO TOWNSITE WITHIN SAID CITY, IN BRAZORIA COUNTY, TEXAS, KNOWN AS THE EAST ONE-HALF OF THE DIVISION STREET RIGHT-OF-WAY, HEREIN DESCRIBED; RESERVING ALL NECESSARY EASEMENTS FOR MAINTAINING AND UTILIZING UTILITIES, WATER LINES, CABLES, AND POLES WITHIN SUCH PORTION OF SAID STREET THEREBY VACATED, ABANDONED AND CLOSED WHICH ARE PRESENTLY IN USE OR THAT MAY BE REQUIRED IN THE FUTURE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY, CONVEYING, SUBJECT TO SUCH RESERVATION, AND TO THE REVERTER CLAUSE THERIN AND HEREIN DESCRIBED, SUCH PORTION OF SUCH PUBLIC STREET THEREBY VACATED, ABANDONED AND CLOSED TO LUCY WARE, THE ABUTTING PROPERTY OWNER, FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO IN ACCORDANCE WITH SECTION 272.001 OF THE LOCAL GOVERNMENT CODE AND THE REIMBURSEMENT OF THE CITY BY SAID OWNER FOR CERTAIN FEES THEREIN SPECIFIED; FINDING THAT THE VACATING, ABANDONING AND CLOSING OF SUCH PORTION OF SUCH PUBLIC STREET IS IN THE PUBLIC INTEREST AND THAT IT WILL BENEFIT THE PUBLIC; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, LUCY WARE, hereinafter "the Applicant," is the owner of property abutting upon the .24252 acre of land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of Applicant's property in Brazoria County, Texas; and,

WHEREAS, said street is a dedicated as a public street on the map or plat of the Velasco Townsite on file in the office of the County Clerk of Brazoria County, Texas, and said townsite is now within the corporate limits of the City of Freeport; and,

WHEREAS, the Applicant has petitioned the City Council of the City of Freeport to vacate, abandon and close the hereinabove described portion of said street and to convey the City's interest in the same to Applicant; and,

WHEREAS, the City of Freeport, Texas, is a "Home Rule City" and a "Home Rule Municipality" lying and 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, Sections 311.002(a) (2) and 311.008 of the Transportation Code and Sections 2.01 and 2.03 and Item (p) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street would not deny access to a public street from any other property within the City of Freeport; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street would be in the public interest and would benefit the public by allowing the improvement of such property, placing such property on the tax roll of the City and eliminating the obligation of the City to maintain the same; and,

WHEREAS, an appraisal of such portion of said street has been obtained in order to determine the fair market value thereof, a copy of such appraisal marked Exhibit "A" being attached hereto and incorporated herein by reference, and the City Council of the City of Freeport finds that, pursuant to Section 272.001 of the Local Government Code, such appraisal is conclusive of the fair market value thereof; and,

WHEREAS, the City has incurred expenses consisting of an appraiser's fee for such appraisal for which the City should be reimbursed by the Applicant.

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

First, the City Council of the City of Freeport, Texas, finds and declares that the findings of fact and conclusions of law set forth in the preamble to this ordinance are true and correct.

Second, the **.24252 acre** of land more or less known as a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, adjacent to the eastern boundary line of Applicant Abstract 99, in Brazoria County, Texas and East of the centerline of the Division Street right-of-way, is hereby declared to be vacated, abandoned and closed as a public right-of-way. Provided, however, the City of Freeport hereby reserves all necessary easements for maintaining and utilizing all utilities, water lines, cables, and poles presently in use or that may be required in the future. Provided further, with the consent of the City Manager and the appropriate official of all affected utility companies, the easement reserved herein may be released by the Mayor, if all lines, cables, poles and mains are relocated to another duly established easement at the expense of the Applicant.

Third, upon the payment by the Applicant to the City of Forty-Eight Thousand Three Hundred Dollars (\$48,300) the fair market value of such portion of said public street as determined by such appraisal and upon reimbursement of the City by the Applicant for the above mentioned appraiser's fee, the Mayor is hereby authorized to execute and acknowledge and the City Secretary to attest a Deed without Warranty conveying the City's interest in above described portion of the Division Street right-of-way to Applicant, his, her or its heirs or successors and assigns, forever, but reserving therein on behalf of the City an easement for all necessary utilities, water lines, cables, and poles presently in use or that may be required in the future as the City may determine in the exercise of its sole discretion and the condition that Grantee will construct on the property a house in compliance with all applicable building codes and acceptable to the City's Building Official to be completed within 3 years of the date of the deed.

Fourth, in the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Fifth, this ordinance shall take effect and be in force from and after its passage and adoption

READ, PASSED AND ADOPTED this _____ day of _____ 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

Subject to the zoning & building ordinances now in force in the City of Freeport, Tx. *Blue Line setbacks
There are no other visible or apparent pipeline easements affecting the limits of this property

(NXX) indicates record plat calls and dimensions CLERKS FILE NO. 2014-00210 HELD FOR REFERENCE BEARING BASIS OF THIS SURVEY
(OXX) indicates record plat calls and dimensions VOLUME 32, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY

M indicates field measured calls and dimensions

- ◆ State of Texas
- ◆ County of Brazoria

SURVEY PLAT OF

TRACT 1, LOTS ONE (01) & TWO (02), BLOCK ONE (01) OF VELASCO TOWNSITE, FREEPORT, BRAZORIA COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY AND IN COUNTY CLERK FILE NO. 2000-02694 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

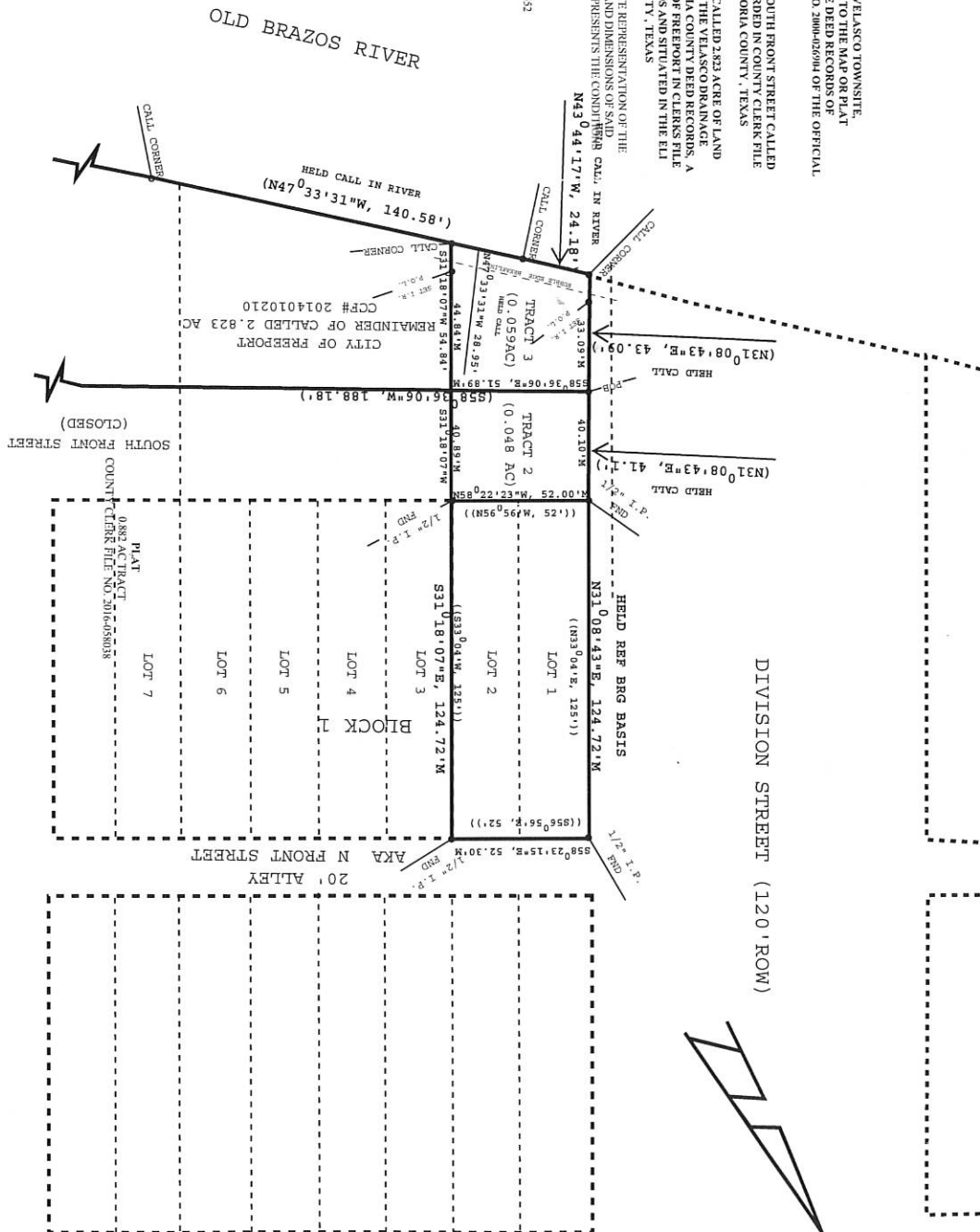
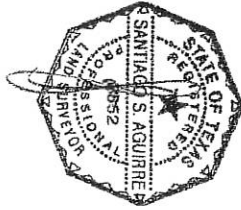
TRACT 2, A 210.51 S.E. 60.88 AC PORTION OUT OF SOUTH FRONT STREET CALLED CLOSED IN A PLAT OF A 8.882 TRACT OF LAND RECORDED IN COUNTY CLERK FILE NO. 2006-08803 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS

TRACT 3, A 257.15 S.E. 60.89 AC PORTION OUT OF A CALLED 283 ACRE OF LAND OUT OF A CALLED 12.83 ACRE TRACT CONVEYED TO THE VELASCO DRAINAGE DISTRICT IN VOLUME 36, PAGE 15 OF THE BRAZORIA COUNTY DEED RECORDS, A PORTION OF WHICH WAS CONVEYED TO THE CITY OF FREEPORT IN CLERKS FILE NO. 2014-00210 OF THE BRAZORIA COUNTY DEED RECORDS AS INDICATED IN THE ELI MITCHELL SURVEY, ABSTRACT 79, BRAZORIA COUNTY, TEXAS

THE PLAT HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT AND REPRESENTS THE CONDITION FOUND IN THE FIELD AS OF THIS DATE.

DATE: JUNE 11, 2021
S.S. AGUIRRE, REGISTERED PROFESSIONAL LAND SURVEYOR, TX. NO. 2552

6401-291 FLETCHER CT
LAKE JACKSON, TEXAS
979-482-3529



**UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are City Of Freeport (Seller) and Lucy Ware, Aaron Ware (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

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

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

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing. \$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ 71,600.00
- C. Sales Price (Sum of A and B) \$ 71,600.00

4. LEASES:

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

5. EARNEST MONEY AND TERMINATION OPTION:

- A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Stewart Title (Escrow Agent) at 190 Abner Jackson Pkwy #100, Lake Jackson, Tx 77541 (address): \$ _____ as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

TXR-1607

Initialed for identification by Buyer AW and Seller _____

TREC NO. 9-16

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

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Stewart Title

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☒ (i) will not be amended or deleted from the title policy; or

☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

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

(Address of Property)

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

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property) _____

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

7. PROPERTY CONDITION:

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

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

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

(Check one box only)

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

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

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

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

E. SELLER'S DISCLOSURE:

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

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Lucy Ware hold a Texas Real Estate License.

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before October 30, 2023, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

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

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

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

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

(Address of Property)

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

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

To Buyer at: 344 Timbercreek Drive

To Seller at: _____

Lake Jackson , TX 77566

Phone: _____

Phone: _____

E-mail/Fax: lucy@birdsongrealtors.com

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

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

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

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

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

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: _____

Phone: _____

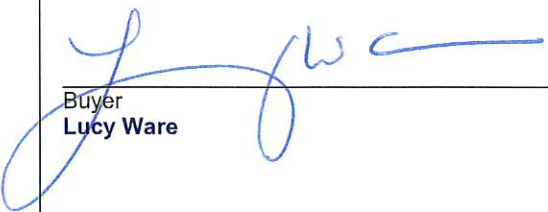
Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

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



Buyer
Lucy Ware

Seller
City Of Freeport



Buyer
Aaron Ware

Seller



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

BROKER INFORMATION

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

Birdsong Real Estate**9005957**

Other Broker Firm

License No.

Listing Broker Firm

License No.

represents

☐ Buyer only as Buyer's agent

represents

☐ Seller and Buyer as an intermediary☐ Seller as Listing Broker's subagent☐ Seller only as Seller's agent**LUCY WARE****459855**

Associate's Name

License No.

Listing Associate's Name

License No.

Team Name

Team Name

Lucy@BirdsongRealtors.com**(979)292-9308**

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

Ryan Birdsong**522256**

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

232 Plantation Drive**(979)292-9308**

Other Broker's Address

Phone

Listing Broker's Office Address

Phone

Lake Jackson**Tx****77566**

City

State

Zip

City

State

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

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

OPTION FEE RECEIPT

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

Escrow Agent **Stewart Title**

_____ Date

EARNEST MONEY RECEIPT

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

Escrow Agent

Received by

Email Address

_____ Date/Time

Address

_____ Phone

City

State

Zip

_____ Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent

Received by

Email Address

_____ Date

Address

_____ Phone

City

State

Zip

_____ Fax

ADDITIONAL EARNEST MONEY RECEIPT

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

Escrow Agent

Received by

Email Address

_____ Date/Time

Address

_____ Phone

City

State

Zip

_____ Fax

**THIRD PARTY FINANCING ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

Freeport

(Street Address and City)

- 1. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

☒ **A. CONVENTIONAL FINANCING:**

☒ (1) A first mortgage loan in the principal amount of \$ 71,600.00 (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ (2) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ **B. TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

☐ **C. FHA INSURED FINANCING:** A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ **D. VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ **E. USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ **F. REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ _____ (excluding any financed PMI premium or other costs), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan. The reverse mortgage loan ☐ will ☐ will not be an FHA insured loan.

☐ **G. OTHER FINANCING:** A loan not of a type described above from _____ (name of lender) in the principal amount of \$ _____ due in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges not to exceed _____ % of the loan. Buyer ☐ does ☐ does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.

- 2. APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

TXR-1901

Initialed for identification by Buyer JP AN and Seller _____

TREC NO. 40-10

(Address of Property)

A. BUYER APPROVAL (Check one box only):

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 30 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

B. PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer, not later than 3 days before the Closing Date, may terminate this contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

3. **SECURITY:** If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. **FHA/VA REQUIRED PROVISION:** If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirements in 2.B. does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. **AUTHORIZATION TO RELEASE INFORMATION:**

A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

Buyer Lucy WareSeller City Of FreeportBuyer Aaron Ware

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-10. This form replaces TREC No. 40-9.



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

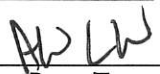
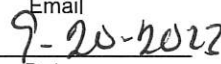
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Birdsong Real Estate	9005957	info@birdsongrealtors.com	(979)297-4200
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Ryan Birdsong	522256	lucy@birdsongrealestate.com	(979)297-4200
Designated Broker of Firm	License No.	Email	Phone
Ryan Birdsong	522256	info@BirdsongRealtors.com	(979)297-4200
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Lucy Ware	459855	lucy@birdsongrealtors.com	979-292-9308
Sales Agent/Associate's Name	License No.	Email	Phone
			
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission
TXR-2501

Birdsong Realtors, 232 Plantation Dr Lake Jackson TX 77566
Lucy Ware

Information available at www.trec.texas.gov

IABS 1-0 Date

Phone: 979-292-9308

Fax: 979-297-9059

0 Front and

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

www.lwolf.com

PROPERTY

PARCEL ONE:

.1070 acre of land more or less, out of Closed Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

PARCEL TWO:

.24252 acre of land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of Applicant's property in Brazoria County, Texas

PRICE

Seventy-one thousand, six hundred and 00/100 Dollars (\$71,600.00). Payable at closing.

NOTES:

- 1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 27).
- 2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
- 3. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY, THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREON.

GERARDO MEJIA
CALLED 0.42 ACRE
16-029300 B.C.O.R.

JAY MEJIA
(CALLED 50'x174.35' TRACT)
18-041524 B.C.O.R.

SUBJECT
0.284 ACRE

BLOCK 1
VELASCO TOWNSITE
VOLUME 32, PAGE 14 B.C.D.R.

FRONT STREET

OLD BRAZOS RIVER

MEAN HIGHER HIGH WATER

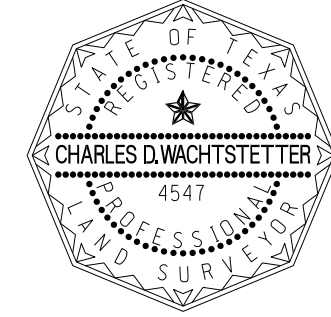
VELASCO DRAINAGE DISTRICT
RESIDUAL OF A CALLED 12.83 ACRES
VOLUME 363, PAGE 155 B.C.D.R.

BRAZOSPORT WATER AUTHORITY
0.015 ACRE EASEMENT

CITY OF FREEPORT
CALLED 2.823 ACRES
14-020712 B.C.O.R.

SURVEY PLAT
OF
0.284 ACRE

OUT OF THE
DIVISION STREET
RIGHT-OF-WAY
IN THE
VELASCO TOWNSITE
RECORDED IN
VOLUME 32, PAGE 14
OF THE
BRAZORIA COUNTY PLAT RECORDS
IN THE
ELI MITCHELL SURVEY
ABSTRACT 99
CITY OF FREEPORT
BRAZORIA COUNTY, TEXAS
FOR
THE CITY OF FREEPORT

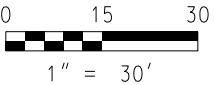


Charles D. Wachtstetter
CHARLES D. WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4547

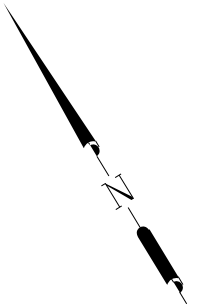


Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.: 10024500

SURVEYED:	3-25-22	BOOK:	FREEPORT VOL. 15	PROJ. NO:	14103-22-01
DRAWN BY:	3-25-22	CHECKED:		REVISED:	NONE



- LEGEND
- FOUND PIPE/IRON ROD
 - SET 5/8" IRON ROD
 - ⦿ POWER POLE
 - OH— OVERHEAD WIRE
 - TELEPHONE PEDESTAL



ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

WILLIAM E. COLEMAN, SRA
TEXAS APPRAISER LICENSE
NUMBER TX-1360034 R

March 2, 2022

Mr. Tim Kelty, City Manager
City of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

APPRAISAL:

Off Division St. R-O-W
Ware Purchase
Freeport, Texas 77541

.....\$800.00

Thank you.


Barry Coleman

APPRAISAL OF:

**0.1070 Acres off North Front Street
Freeport, Texas 77541**

FOR:

**Mr. Tim Kelty, City Manager
City of Freeport
200 West 2nd Street #232
Freeport, Texas 77541**

AS OF:

February 13, 2022

BY:

**ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD
ANGLETON, TEXAS 77515**

ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

RONALD W. BARKER
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1327929-G

WILLIAM E. COLEMAN
TEXAS APPRAISER LICENSE
NUMBER - TX-1360034-R

March 2, 2022

Mr. Tim Kelty, City Manager
City Of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

Dear Mr. Kelty,

Pursuant to your request, we have this date completed an appraisal of the property located off North Front Street, Freeport, Texas, legally described as:

.1070 acres of land more or less, out of Closed South Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

This parcel is valued as landlocked, with no access to a public street or alley, and is considered best use for assemblage purposes.

The purpose of this letter is to estimate the market value of the fee simple estate of the subject property, as is, as of February 13, 2022.

As presented in FIRREA 12 CFR Part 34, Market Value is defined as:

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

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised and each acting in what he considers his own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;

- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

It is our opinion, based on inspection and analysis, subject to contingent and limiting conditions, that that the subject property has a market value of:

**TWENTY THREE THOUSAND THREE HUNDRED DOLLARS
(\$23,300.00)**

Your attention is directed to the narrative report containing pertinent facts, analysis and conclusions pertaining to the subject property and final estimate of value.

This appraisal has been prepared in accordance with and conforms to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

Thank you for the opportunity of serving you in regard to this matter.

Respectfully submitted,



Barry A. Coleman
Texas Appraiser Certification
License # TX-1324203-G

TYPE OF REPORT

This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice, a written report intended to comply with requirements as set out in Standards Rule 2-2(b), of The Uniform Standards of Professional Appraisal Practice.

CLIENT AUTHORIZATION / CLIENT IDENTITY

SR 1-2 (2); 2-2(I)

The client ordering this appraisal report is Mr. Tim Kelty, City Manager, City of Freeport, Texas. This report is the sole property of the client or persons specifically authorized by the client, and any other reader is considered an unintended user.

INTENDED USE OF THE APPRAISAL

Based on communication with the client at the time of the assignment, the intended use of this report is to assist the client in determining market value for marketing procedures.

SCOPE OF WORK

The scope of the appraisal report involved inspection, analysis and data collection to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation authorized by Congress as the source of Appraisal Standards and Appraiser Qualifications, effective April 27, 1987. It is the intent of this report to conform with all requirements as set out by FIRREA (The Financial Institutions Reform, Recovery and Enforcement Act).

Physical inspection of the subject property was made by the appraiser. The physical inspection included photographing the site. **The subject site lies along the Brazos River Channel waterfront; however, per Clients Instructions, it is valued as if it does not have any public access.**

The neighborhood was physically inspected and analyzed for physical characteristics, amenities, land uses and market trends in an effort to assist the appraisers in determining highest and best use of the subject property and the collection of sales data.

The neighborhood or subject market area was researched in an effort to obtain the most recent and similar land sales, improved sales and market rentals. This process involved researching County Plat and Deed records, area multiple listing services, appraiser files and inquiries with area brokers and others active in the real estate industry. Every effort has been made to confirm sales and rental data for accuracy. Sales data selection included factors such as date of sale, size, location and physical characteristics. The appraiser signing this report collected and analyzed the sales and the rentals utilized in the appraisal and applied all applicable approaches.

As required by Standard 2-2(b), omission of any approach to value, for any specific reason, is explained in the appraisal process herein.

PURPOSE OF THE ASSIGNMENT

The purpose of this report is to develop an opinion of market value of the subject property, as is, as of the effective date of appraisal. A current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the United State of America is as follows.

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

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

EFFECTIVE DATE OF THE APPRAISAL

SR 1-2 (d); 2-2(vi)

The effective date of appraisal is the date which the value opinion applies and is generally the date of inspection. The effective date of this report is February 13, 2022.

DATE OF THE REPORT

The date of the report is generally the date of the transmittal letter. The date of this report is March 2, 2022.

PROPERTY INTEREST APPRAISED

SR 1-2 (e) (iii)

The subject property is appraised as fee simple estate, or complete ownership, with all the bundle of rights, without regard to liens or encumbrances, as a whole and subject to any easements, reservations or restrictions of record. Any non real estate items included in the valuation herein, such as machinery, furnishings, fixtures or equipment will be set out and described in the improvement analysis and valued in the cost section of this report.

LEGAL DESCRIPTION

SR 2-2a (iii)

.1070 acres of land more or less, out of Closed South Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas.

OWNERSHIP

Title to the subject property is held in the name of City of Freeport, as filed and recorded in the Official Records of Brazoria County, Texas.

HISTORY OF OWNERSHIP / SALES HISTORY / CURRENT AGREEMENTS

The subject property's ownership has been vested, as shown above, for many years. No sales history or current agreements are noted.

TAX INFORMATION

The property is not subject to taxation, as a publicly owned tract of land; however, it is appraised and lies within the following taxing entities, as follows:

County of Brazoria
Brazosport Independent School District
City of Freeport
Velasco Drainage District
Brazos River Harbor Navigation District – Port of Freeport
Brazosport College District

The assessed value placed on the subject property, account number #655270, by the Brazoria County Appraisal District for taxing purposes, is \$64,390.00. The total rate is calculated to be \$2.598124 per hundred. The site valued herein, is part of a larger parcel found under this taxing account number, and is not valued individually.

EXPOSURE TIME

Assuming adequate exposure and normal marketing efforts, the estimated exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded to in this analysis as of the date of this valuation) would have been within about 3-12 months.

EXTRAORDINARY ASSUMPTIONS

As of the effective date of this report, the appraiser has not received any official meeting minutes or notifications other than verbal instructions to value the site as land locked, with no public access. This report is made on the extraordinary assumption that the site is indeed landlocked, with regard to improved public access. A major assumption of this analysis is that because of the abandoned access, the site's Highest and Best Use, is now assemblage with adjacent properties, and/or public infrastructural, transportation, and/or recreational use. The value indication will be impacted should the subject's access, or lack thereof, be different than what is described, herein.

COMPETENCY RULE

Prior to accepting the assignment, the appraiser properly identified the problem and considered the knowledge and experience required to complete the assignment competently. The appraisers have completed appraisal reports on similar type properties and are competent to appraise this property.

CONFIDENTIALITY OF THE ETHICS RULE

An appraiser must protect the confidential nature of the appraiser – client relationship. An appraiser must not disclose confidential factual data obtained from a client or the results of an assignment prepared for a client to anyone other than: 1) the client or personal specifically authorized by the client; 2) state enforcement agencies and such third parties as may be authorized by due process of law; and 3) a duly authorized professional peer review committee. It is unethical for a member of a duly authorized peer review committee to disclose confidential information or factual data presented to the committee.

NEIGHBORHOOD DATA

A neighborhood is considered that area most closely surrounding the subject property. It may be a specific subdivision, a section of a community or in a small town or city, an entire community and may be comprised of a mixture of commercial, residential or agricultural utilizations.

Comparable sales used may or may not be within the defined neighborhood, but should be similar in present and future land use trends.

A neighborhood is an area with distinguishing characteristics, and is often defined by physical boundaries such as streets or roads, bodies of water, waterways or railroad tracks, and is often designed by zoning ordinances or deed restrictions.

A neighborhood generally goes through stages of growth, stability, decline and revitalization. These stages affect value when compared to other neighborhoods. Growth is a period during which the neighborhood gains public favor and acceptance; stability is a period of equilibrium without marked gains or losses; decline is a period of diminishing demand; and revitalization is a period of renewal, modernization and increasing demand.

The four forces affecting value are social, economic, governmental and environmental. Social considerations include population density, education and age levels, occupant employment type, neighborhood organizations and educational, medical, social and recreational services available. Economic considerations include income levels, degree of owner occupancy, rent levels, property value levels, vacancy rates, type of construction, age of properties and property use changes. Governmental considerations include such factors as land use and size, terrain, use density, noise levels or other nuisances, traffic volume, property maintenance and upkeep, availability and quality of utilities, surrounding development and proximity to churches, employment, shopping, schools and employment centers.

The subject neighborhood is physically defined as the Old Brazos riverfront area, within the City of Freeport, along with the adjacent commercial and residential neighborhoods.

It is an estimated 90 percent built up. Land uses are a mixture of commercial, both neighborhood and tourist related properties, and residential, with some light industrial uses.

Access within the neighborhood is ample and provided by various city and state maintained streets and arterials.

All public utilities serve the neighborhood and capacity is adequate for existing and future development.

Neighborhood appeal is rated average. The defined area's market is relatively stable, and is influenced by the Brazosport Industrial Complex and the Port of Freeport. The subject is located

along the Old Brazos River Channel. There are public and private land uses along the river. The subject area has been the focus of various redevelopment projects.

Fire and police protection are ample and provided by the City of Freeport.

Schools, churches, shopping, medical facilities and employment centers are all within close proximity.

SITE ANALYSIS

The subject property is located within the northern portion of the City of Freeport. It is physically situated off of the southwest side of North Front Street, and additionally lies along the Old Brazos River Channel's northeast frontage. The tract is irregular in shape, and contains a total estimated area of .1070 acre, or 4,661 Sq. Ft. Access to the property is provided by navigable frontage along the Brazos River Channel. It is noted that the river access is limited to smaller craft, as the site is located upstream of the FM 1495 bridge. The bridge height would limit watercraft passage due to clearance being lower than commercial boat sale or tower clearance requirements. Indeed, most of the larger craft frontages along the Old Brazos River Channel are downstream of FM 1495. Larger watercraft can access between the areas of the flood protection gateway, and the Port of Freeport railroad trestle structure. The site is zoned W-1R, Waterfront Single Family Residential. No utilities are available as the site is landlocked. It is assumed there are no existing easements of any type. According to F.E.M.A. flood maps, panel number 48039C0780I, the subject property is situated within a designated zone "X", within the portion lying along the raised levee. The areas along, and including the sides of the levee, lying off water, are designated zone "A". The appraiser notes that the available flood maps are somewhat inconclusive as to exactly what portions of the property may be subject to build-up requirements and/or development restrictions. The subject is situated within census tract number 6643. Surrounding land uses are a mixture of commercial and residential uses. Reasonable inspection of the property revealed no known or obvious existing or potential environmental hazards. The value expressed in this report is based on the property being free of contamination or exposure to hazardous materials. The value in this report assumes no diminution in value due to the results of any environmental assessments, studies, or remediation reports. The subject is currently a vacant, riverfront tract used for levee construction and flood protection, along the river channel.



VIEW OF SUBJECT SITE



VIEW OF OLD BRAZOS RIVER LEVEE ACROSS SITE



VIEW OF OLD BRAZOS RIVER FRONTAGE



VIEW OF OLD BRAZOS RIVER FRONTAGE



VIEW FACING EAST ALONG NORTH FRONT STREET



VIEW FACING WEST ALONG NORTH FRONT STREET

Subject to the zoning & building ordinance now in force in the City of Freeport, Tx. Old Lute sublots. There are no other tracts or adjacent public easements affecting the limits of this property. (xxx) indicates record plat call and dimensions. CLIENTS FILE NO. 2014010210 FIELD FOR REFERENCE REGARDING BASIS OF THIS SURVEY. (xxx) indicates record plat call and dimensions. VOLUME 21, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY. M indicates field measured calls and dimensions.

- State of Texas
- County of Brazoria

SURVEY PLAT OF

TRACT 1- LOTS ONE (1) TWO (2) BLOCK ONE (1) OF VILLASO TOWNSHIP, FREEPORT, BRAZORIA COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY AND IN COUNTY CLERK FILE NO. 200-0294 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

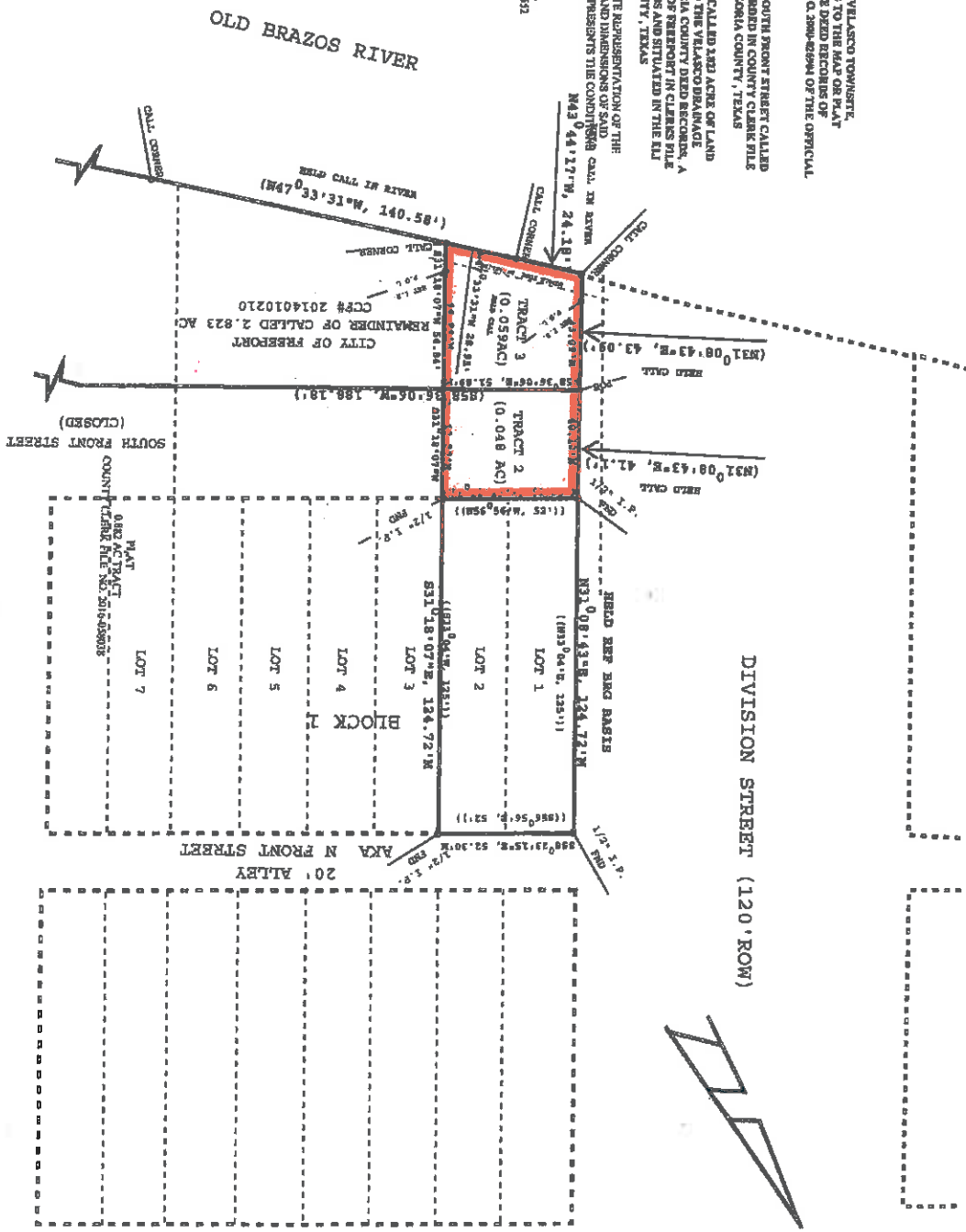
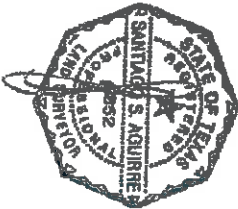
TRACT 2- 2.28251 AC. 6826 AC. PORTION OUT OF SOUTH FRONT STREET CALLED CLOSED IN A PLAT OF A TRACT OF LAND RECORDED IN COUNTY CLERK FILE NO. 201-0288 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT 3- 1.3571 AC. 0.069 AC. PORTION OUT OF A CALLED 242 AC. OF LAND OUT OF A CALLED 2.28251 AC. TRACT CONVEYED TO THE VILLASO DEANAGE DISTRICT IN VOLUME 21, PAGE 14 OF THE DEED RECORDS OF BRAZORIA COUNTY AND IN COUNTY CLERK FILE NO. 201-0288 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

THE PLAT HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT AND REPRESENTS THE CONDITIONS FOUND IN THE FIELD AS OF THIS DATE.

DATE: JUNE 11, 2021
SCALE: 1"=50'

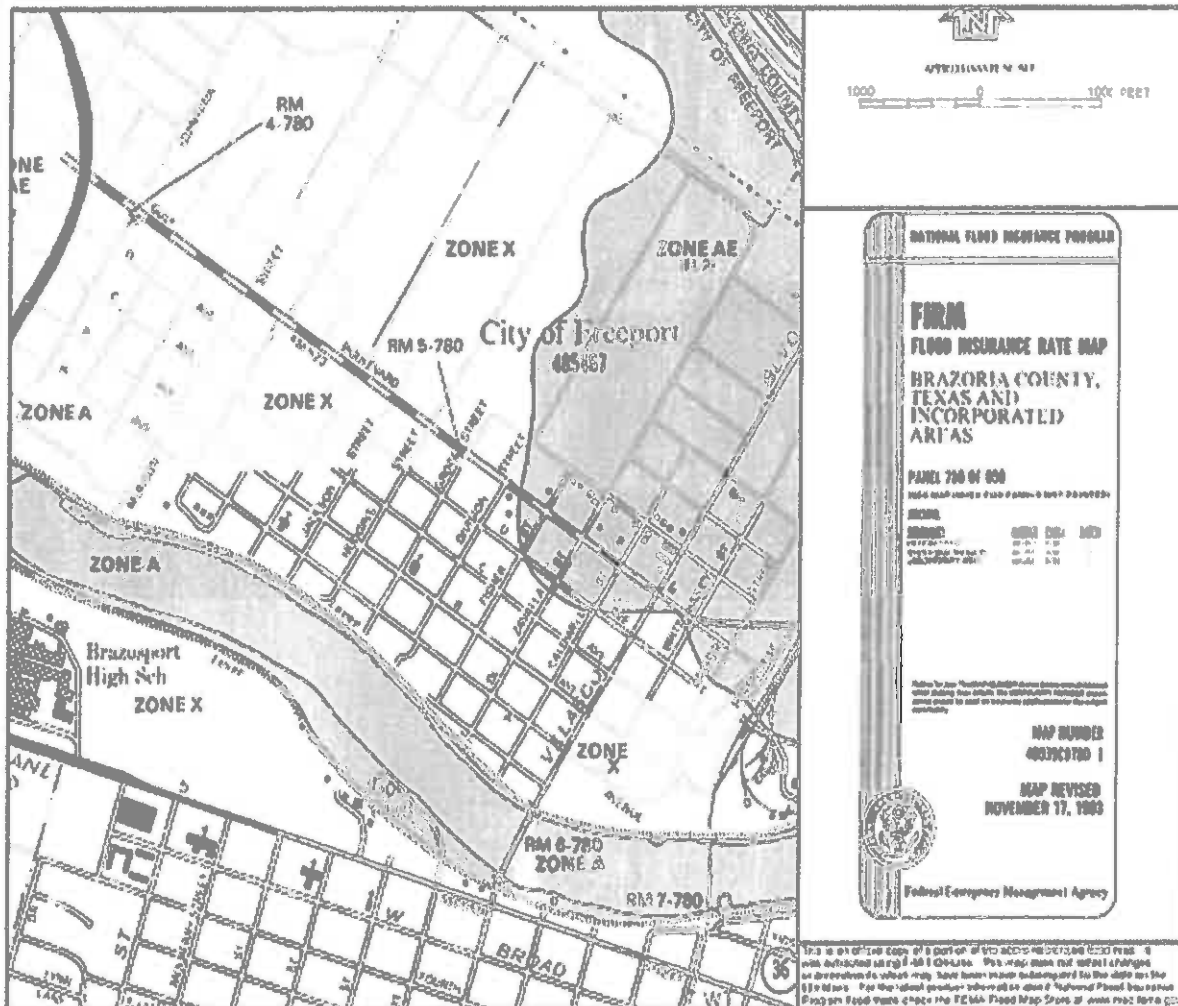
BY: [Signature]
REGISTERED PROFESSIONAL
LAND SURVEYOR, TX. NO. 2552
6400 LUTHER CT.
LAKE JACKSON, TEXAS
774-82-3250





30m
100ft

FLOOD MAPS



HIGHEST AND BEST USE

Highest and Best Use is not an absolute fact but reflects an appraiser's opinion based on market knowledge and an analysis of prevailing market conditions. Highest and Best Use is defined as:

"The highest and best use of the land, which at time of appraisal, is legal and which will yield the highest net return in the reasonably foreseeable future."

In appraisal theory and practice, highest and best use represents the premises upon which value is based. There are two types of highest and best use. One is of the site or land as vacant. The other is as improved.

The first type, as vacant, assumes that the site is vacant or can be made vacant through removal of improvements. In analysis of this type, the appraiser must determine the best utilization of the site or what improvements should be placed thereon. If a site being studied is not vacant, it is often analyzed as though it were. The appraiser must determine if the existing improvements represent the best use of the site.

The second type, as improved, considers the use of the property as it exists. Consideration must be made as to whether the improvements should remain as they are at the time of appraisal, or whether they should be renovated, remodeled, expanded or replaced. Consideration must also be made as to whether utilization of existing improvements should remain the same. Generally the existing improvements or use will continue until the value of the land or site, in its highest and best use, exceeds the sum of the entire property, plus the cost to remove improvements.

Implicit in the above definitions of highest and best use are the concepts of time (duration period of that estimated highest and best use) and social, economic, governmental and physical (including locational) factors which influence value.

In both definitions of highest and best use there are four criteria that must be met. These are that the highest and best use must be physically possible, legally permissible, financially feasible and maximally productive.

The subject is a narrow strip lying along the Old Brazos River Channel. It upstream of most of the commercial waterfront utilized for larger vessel commercial uses. It lies in an area where the watercraft access is suitable for smaller boats. Most of the surrounding properties are residential or public use properties. Most of the riverfront uses in this area are residential, public properties, and passive recreational.

The subject has no access, other than river access by watercraft, and/or pedestrian access via adjacent property. The appraiser feels that the limited access characteristics render the subject "landlocked". Further, the levee severely limits most potential uses other than assemblage with adjacent tracts.

THE APPRAISAL PROCESS

Real estate valuation is a problem solving process in which support for a defined value is sought under market conditions existing at a specific point in time. The process is sensitive to the reactions of a typical purchaser for a particular type of property. Market value is the most probable sales price which a property will bring, and this price depends upon the typical purchaser reaction to the various supply and demand factors which affect the property being appraised. The highest and best use of the property, in relation to surrounding competitive properties, is particularly important. The appraiser then must seek answers to economic questions posed by the property under appraisal, questions which can only be answered through analysis of the behavior and motives of market participants.

Value cannot be known with absolute certainty, as neither the methods or techniques employed by the appraiser, nor the data available, lend themselves to precise quantification and scientific manipulation. A valuation is, therefore, no more than a researched, logical and supportable estimate made by a qualified appraiser, as of a specific date.

The appraisal problem is ordinarily solved through the use of the three generally accepted valuation techniques. Each technique has an individual concept and provides a separate indication of value for the subject property. The separately conceived value indications tend to form a zone of reasonability, and under the process known as correlation, the final value conclusion is found within this zone.

The three generally accepted approaches to the estimation of value are the Cost Approach, the Direct Sales Comparison Approach and the Income Approach. All of the data utilized in these approaches comes from market evidence in one form or another.

Within the Cost Approach, there are four basic steps required to arrive at a value indication. The first is to estimate the value of the land as if vacant and available for development to its highest and best use. A replacement cost estimate of existing improvements is then made. An estimate of depreciation from all causes is then subtracted from the developed replacement cost estimate of the improvements. The depreciation estimate includes consideration of deterioration of the physical qualities of the improvements, as well as obsolescence attributed to both functional and external considerations. The final step in the Cost Approach is the compilation of the depreciated estimated replacement cost of the improvements, to which is added the estimated land value, giving a value estimate of the property by the Cost Approach.

The subject property is essentially vacant land, and is being appraised as such; therefore, the Cost Approach is not necessary or applicable in this case.

The Direct Sales Comparison Approach produces a value estimate by comparing similar properties, which have been sold recently, or are currently under contract with all contingencies removed, to the subject property. An estimate of the degree of comparability is made by comparing such value influencing factors as financing terms, condition of sale, site value, quality of construction, age and condition, utility, equipment, amenities and marketability. Sale properties judged to be comparable tend to set a range in which the value of the subject property will fall. The Principle of Substitution is the controlling factor in this approach to value.

The Direct Sales Comparison Approach has been used, in this case to value the land, a portion being waterfront, and a portion being off water, interior situated. Research indicates a lack of improved sales applicable to the subject site, as improved.

The Income Approach is concerned with the present worth of future benefits of the property. Again, four basic steps are required for a value indication. These are the estimate of economic rent or income, expenses, economic life of the improvements and the selection of an appropriate capitalization rate for processing the net income. In this application, the appraiser estimates a gross annual income which the property should produce to attract investors in the market. From the gross income, expenses are subtracted to obtain a net income before recapture projection. Expenses include taxes, insurance, operating and maintenance costs and replacement reserves. An estimate of the economic life of the improvements requires a determination of the probable duration of the income stream. Rate selection requires market scrutiny for an interest rate reflective of current conditions. An applicable capitalization technique is then asserted, and the net income estimate is processed by the proper rate for a value estimate of the property.

The subject property is not leased or utilized for income related purposes, therefore, the Income Approach is not applicable or necessary, in this case.

MARKET APPROACH

The Direct Sales Comparison Approach is the method of estimating market value by making direct comparisons of the subject, with similar properties that sold recently, under normal sales conditions. Adjustments to sales are often necessary to enhance comparability. The first adjustments required are for market conditions, which include condition of sale and financing terms. Secondly, adjustments are made for physical characteristics such as site value, improvements size, quality of construction, age, condition, appeal, off-street parking allowance, equipment and other amenities. This approach applies the principle of substitution in that a prudent purchaser would pay no more for a real property, than the cost of acquiring an equally desirable substitute on the open market. Therefore, sales and/or listing of properties with comparable location, characteristics and/or future earning capabilities would influence a prudent purchaser by offering alternative investments. This is the only approach which directly reflects the balance of supply and demand in actual trading in the market place. Units of comparison employed in the market are used to compare the comparable sales directly to the subject. Assuming reliable sales information to be available, this method is often recommended above all others.

Two units of comparison are derived from this approach, physical and economic. The physical unit of comparison is value derived by dividing the sale price of the similar properties, by the square foot, room, unit or other unit of comparison, depending upon property type. The economic unit of comparison applies to income characteristics of similar properties. Units of comparison may be the gross rent multiplier for residential properties or the gross income multiplier for income producing properties. The gross income multiplier is derived by dividing the sales price of similar properties, by the gross annual income. The gross income multiplier is then applied to the gross income of the subject property to derive an indicated estimate of value by this method.

The subject is vacant land, therefore, the direct sales comparison approach, "LAND" only is used herein.

LAND VALUE

The estimation of land value is critical to the accuracy of an appraisal. Comparisons should be consistent, and only comparable properties should be used for comparison purposes. In estimated the value of the subject site, as if vacant and available to be put to its highest and best use, the Direct Sales Comparison Approach has been utilized. This technique is the method of estimating market value by making direct comparison of the subject property to similar properties that sold recently under normal sales conditions. Adjustments are often required to enhance comparability for market and physical characteristics. Market adjustments include financing, condition of sale and date of sale. Physical characteristic adjustments include access, size, location or other variables. This approach applies the principal of substitution in that a prudent purchaser would pay no more for a real property than the cost of acquiring an equally desirable substitute property on the open market. Therefore, sales and or listings of properties with comparable location, characteristics and future earning capabilities, would influence a prudent purchaser by indication the price level for alternative properties.

Properties considered similar for comparison purposes follow.

LAND SALE NO. 1

GRANTOR: City of Freeport

GRANTEE: Crow & Speir

DATE OF SALE: 6-12-2019

RECORDING: 2019-030401

LEGAL DESCRIPTION: .291 acre, out of Tract 2, Henninger S/D, Tract II, Abstract 211, City of Freeport, Brazoria County, Texas

LOCATION: Old Brazos River; Off North Front Street.
Freeport, Texas

CONSIDERATION: \$10,000.00, or \$.79/Sq. Ft, land only

SIZE: 12,676 Sq. Ft.

SHAPE: Irregular

UTILITIES: None

ACCESS: None

EASEMENTS: none adverse noted

USE AT SALE: Vacant

REMARKS: The tract was purchased for assemblage purposes to gain water frontage and size.

LAND SALE NO. 2

GRANTOR:	Cundieff Family Partnership
GRANTEE:	WKB Ventures
DATE OF SALE:	10-26-21
RECORDING:	2021-072429
LEGAL DESCRIPTION:	Lot 1A, Brazos Shore S/D, Section I, City of Freeport, Brazoria County, Texas
LOCATION:	Second Street Freeport, Texas
CONSIDERATION:	\$60,000 or \$4.98 Sq. Ft.
SIZE:	12,037 Sq. Ft.
SHAPE:	Rectangular
UTILITIES:	All Public
ZONING / RESTRICTIONS:	Residential
ACCESS:	Second Street
EASEMENTS:	Several easements regarding electrical, shared drive, etc... No adverse easements or encroachments noted.
USE AT SALE:	Vacant
REMARKS:	The property was purchased at a considerable discount due to the easements. The seller stated he sold the site at a discount of 50% because of all the easements, shared drive.

LAND SALE NO. 3

GRANTOR: City of Freeport

GRANTEE: Jay Mejia

DATE OF SALE: July 2, 2018

RECORDING: 2018-041524

LEGAL DESCRIPTION: .2001 acre; Part of Abandoned South Front Street R-O-W, next to Tract F, Abstract 99, City of Freeport, Brazoria County, Texas

LOCATION: North Front Street
Freeport, Texas

CONSIDERATION: \$45,800.00 or \$5.25/Sq. Ft.

SIZE: 8,717.5 Sq. Ft.

SHAPE: Rectangular

UTILITIES: Public

ZONING / RESTRICTIONS: WR-1A

ACCESS: North Front; Brazos riverfront

EASEMENTS: Typical utility

USE AT SALE: Vacant riverfront tract

REMARKS: The lot was a partial purpose of the Division Street R-O-W, City of Freeport, Brazoria County, Texas.

COMMENTS

Sale #1 is the purchase of landlocked property by adjacent property owners for assemblage, access to River and size purposes Sale #2 is located across the River, and east of the FM 1495 Bridge. It was subject to several easements. Sale #3 was the sale of property almost adjacent to the subject property. It fronted on North Front street with all public utilities available.

Sales reflect a value range of \$.79 to \$5.25 per square foot. Not knowing the particulars regarding sale one, the greatest weight is given to sales two and three, reflecting a value of \$5.00 per Sq. Ft. to be reasonable for the subject site.

4,661 Sq. Ft X \$5.00/Sq. Ft. = \$23,305.00 or (\$23,300.00 Rounded)

TWENTY THREE THOUSAND THREE HUNDRED DOLLARS

(\$23,300.00)

CORRELATION AND CONCLUSION

Value Indicated by the Cost Approach	=	N/A
Value Indicated by Direct Sales Comparison	=	\$23,300.00
Value Indicated by the Income Approach	=	N/A

The Cost Approach is one of the three recognized approaches to value and is an important indicator. The strength of this approach is that it is applicable to all types of improved properties and is valid if cost and land value estimates are accurate; the greatest factor being the accuracy of estimated depreciation. The weakness of this approach is that it does not necessarily reflect prevailing market conditions or, in the case of income producing properties, consider vacancies. The ultimate objective of the appraisal is to estimate the value, not cost; therefore, the Cost Approach is generally given the least weight or reliance.

The Direct Sales Comparison Approach is the only approach which directly reflects the balance of supply and demand in actual trading within the marketplace. The approach applies the principal of substitution and actually compares sales of like properties. The weakness of this approach is the availability of recent sales of comparable property type, as well as variations in location, condition, quality of construction, size and dates of sale. The comparable sales utilized in the direct sales comparison approach have been confirmed and are considered the most recent and similar to the subject for comparison purposes.

The Income Approach is based on the assumption that there is a direct relationship between the amount of income a property produces and its market value. Value, by this approach, is therefore the present worth of anticipated future income benefits. This approach is extremely reliable in estimating the value of income producing properties. It considers actual market conditions prevailing at the date of appraisal. The weakness or strength of this approach depends upon the accuracy of the three basic steps: forecasting income and expenses, deriving net income and choosing the appropriate rate and capitalizing the net income by the appropriate technique.

The greatest reliance has been given to the value indicated by the Market Approach.

The final estimate of market value, as is, as of February 13, 2022, is:

TWENTY THREE THOUSAND THREE HUNDRED DOLLARS
(\$23,300.00)

ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal and title considerations. Title to the property is assumed to be good and marketable unless otherwise noted.
2. The property is appraised as if free and clear of any and all liens or encumbrances unless otherwise noted.
3. Responsible ownership and competent property management are assumed.
4. Information, estimates and opinions furnished to the appraiser and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the appraiser.
5. All engineering is assumed to be correct. Any plot plans, building sketches, or other illustrative material in this report are included to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions on the property, subsoil or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws.
8. It is assumed that all applicable zoning and use regulations and restrictions are in compliance.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or federal government or private entity or organization has been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. Unless otherwise agreed upon, possession of this report or a copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without written consent of the appraiser and then only with property written qualification and only in its entirety.
11. The appraiser preparing this appraisal report is not required to give further consultation, testimony, or be in attendance in court on behalf of the client unless arrangements have been previously made.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the organization with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior consent and approval of the appraiser.
13. Unless otherwise stated in this report, the existence of hazardous material may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, lead based paint or other potentially hazardous materials which may be in any improvements or whose presence may contaminate the soil and ground water may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property, or on or in the adjacent property being appraised. No responsibility is assumed for such conditions, or for any expertise or engineering knowledge required to disclose them. The client is urged to retain an expert in the field, if desired.
14. Any other unknown conditions which could affect the property such as the discovery of archaeological sites, old cemeteries, etc., are assumed not to exist to the detriment of the property for purposed of this appraisal.
15. The values as concluded herein are entirely contingent upon the subject property not being within or subject to a federally designated potential endangered species area as defined by the U.S. Fish and Wildlife Service, which, as a result, might otherwise limit, restrict and/or prevent development of the subject property to its highest and best use.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased analysis, opinions and conclusions.
3. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions and conclusions contained in the report).
4. All conclusions and opinions, concerning the real estate, that are set forth in the appraisal report were prepared by the appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the appraiser, and appraiser shall have no responsibility for any such unauthorized change.
5. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
6. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
8. My compensation for completing this assignment is not contingent upon the development of report of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
9. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
10. The appraiser Barry Coleman, has made a personal inspection of the property that is the subject of this report. No other significant professional assistance in the inspection, research, and processing of this appraisal was provided.
11. I have appraised similar type facilities and am competent to appraise these types of properties.
12. The appraiser **has not** performed appraisal services related to the subject property within the last three year period preceding the acceptance of this assignment. The previous appraisal was for loan processing procedures.
13. The estimate of market value in this appraisal report is not based in whole, or in part, upon race, color, religion, sex, handicap, national origin or familial status of the present owners or occupants or owners in the vicinity of the property appraised.

14. I am currently certified by the Texas Appraiser Licensing and Certification Board, through December 31, 2022.


Barry A. Coleman
Texas Appraiser Certification
Number TX-1324203-G

QUALIFICATIONS OF THE APPRAISER

Barry A. Coleman is the owner of Angleton Real Estate Appraisal, with offices located at 217 Sebesta Road, Angleton, Texas. He has been actively engaged in the full time real estate appraisal business since April 1985.

CERTIFICATIONS/LICENSES:

Texas Real Estate Salesman License No. 362589-03

State Certified General Real Estate Appraiser, Certification Number TX-1324203-G

EDUCATION:

Graduate of Angleton High School - 1982

Successfully completed required courses and acquired salesman license - 1985.

Brazosport College - TREC Courses

28 hours of mandatory continuing education courses and USPAP update courses are required every two years by the Appraisal Standards Board and I have met these requirements since 1990.

EXPERIENCE:

Appraisal experience includes assignments as follows:

Country Clubs, Motels, Medical Offices, Office buildings and office complexes, Convenience Stores, Shopping centers, Industrial complexes, Office-warehouses, Subdivisions, Farms and ranches, Single family dwellings, Multi-family dwellings, Churches, Restaurants and fast foods, Fabricating shops, Mobile home parks, Automobile dealerships, Estates, Grain elevators, Carwashes, Mini-storage facilities, Marinas, Day care centers, Airports, Hospitals, Community water systems, Private schools, Lumber yards, Ball rooms, Service stations and special use properties such as Docking facilities, Material yards and Bulk stations. Also included are Eminent Domain Appraisals for drainage easements, Powerline easements and Pipeline rights-of-way.

PARTIAL LIST OF CLIENTS:

Financial Institutions:

First Prosperity Bank, N.A.; Texas Gulf Bank, N.A.; First State Bank - Clute; Brazoswood National Bank - Richwood; Express Bank; Bank of America; First National Bank - Alvin; First State Bank of Moulton; First National Bank - Lake Jackson; NCNB Texas National Bank; Ameritrust Texas, N.A.; Commercial State Bank; LaPort State Bank; Wells Fargo Bank; Texas National Bank - Tomball; First National Bank - Eagle Lake; Colorado Valley Bank - LaGrange; Compass Bank; Marchants Bank; NationsBank; First Community Bank, N.A.; Texas Independent Bank - Dallas; Union Planters Bank.

Mortgage Companies:

First Interstate Mortgage Company; Prudential Relocation; Manufacturers Hanover Servicing, Inc.; Great Southwest Savings; Banc One Mortgage; Coldwell Banker Relocation; Greater Houston Financial Services, Inc.; I.T.T. Small Business Finance; PNL Credit Company, LLC - Fort Worth; Phoenix Mortgage Company; Metropolitan Mortgage and Securities Company, Inc.; Chemical National Mortgage Corporation; The Lending Center-Houston; Texas Independent Mortgage Company, Irving; Strategic Mortgage Services, California; Inspections Over America, Livingston; Acquisition Funding, Angleton; Mortgage Specialists, Inc., Fort Worth; Bayside Mortgage, Deer Park; Wells Fargo Mortgage.

APPRAISAL OF:

0.24252 Acre, more or less, off North Front Street,
known as Division Street R-O-W,
Freeport, Texas 77541

FOR:

Mr. Tim Kelty, City Manager
City of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

AS OF:

February 13, 2022

BY:

**ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD
ANGLETON, TEXAS 77515**

ANGLETON REAL ESTATE APPRAISAL
217 SEBESTA ROAD, ANGLETON, TEXAS 77515
TELEPHONE (979-849-9600) OR (979-849-3334) FAX (979-849-8358)

BARRY A. COLEMAN
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1324203-G

RONALD W. BARKER
TEXAS APPRAISER CERTIFICATION
NUMBER TX-1327929-G

WILLIAM E. COLEMAN
TEXAS APPRAISER LICENSE
NUMBER - TX-1360034-R

March 2, 2022

Mr. Tim Kelty, City Manager
City Of Freeport
200 West 2nd Street #232
Freeport, Texas 77541

Dear Mr. Kelty,

Pursuant to your request, we have this date completed an appraisal of the property located on North Front Street, Freeport, Texas, legally described as:

0.24252 Acre, more or less, off North Front Street, known as Division Street R-O-W,
City of Freeport, Brazoria County, Texas.

The purpose of this appraisal report is to estimate the market value of the fee simple estate of the subject property, as is, as of February 13, 2022.

As presented in FIRREA 12 CFR Part 34, Market Value is defined as:

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

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised and each acting in what he considers his own best interest;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;

- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

It is our opinion, based on inspection and analysis, subject to contingent and limiting conditions, that that the subject property has a market value of:

**FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS
(\$48,300.00)**

Your attention is directed to the narrative report containing pertinent facts, analysis and conclusions pertaining to the subject property and final estimate of value.

This appraisal has been prepared in accordance with and conforms to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

Thank you for the opportunity of serving you in regard to this matter.

Respectfully submitted,



Barry A. Coleman
Texas Appraiser Certification
License # TX-1324203-G

TYPE OF REPORT

This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice, a written report intended to comply with requirements as set out in Standards Rule 2-2(b), of The Uniform Standards of Professional Appraisal Practice.

CLIENT AUTHORIZATION / CLIENT IDENTITY

SR 1-2 (2); 2-2(I)

The client ordering this appraisal report is Mr. Tim Kelty, City Manager, City of Freeport, Texas. This report is the sole property of the client or persons specifically authorized by the client, and any other reader is considered an unintended user.

INTENDED USE OF THE APPRAISAL

Based on communication with the client at the time of the assignment, the intended use of this report is to assist the client in determining market value for marketing procedures.

SCOPE OF WORK

The scope of the appraisal report involved inspection, analysis and data collection to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation authorized by Congress as the source of Appraisal Standards and Appraiser Qualifications, effective April 27, 1987. It is the intent of this report to conform with all requirements as set out by FIRREA (The Financial Institutions Reform, Recovery and Enforcement Act).

Physical inspection of the subject property was made by the appraiser. The physical inspection included photographing the site. **No survey was provided, and the value contained herein is subject to change upon completion of a survey.**

The neighborhood was physically inspected and analyzed for physical characteristics, amenities, land uses and market trends in an effort to assist the appraisers in determining highest and best use of the subject property and the collection of sales data.

The neighborhood or subject market area was researched in an effort to obtain the most recent and similar land sales, improved sales and market rentals. This process involved researching County Plat and Deed records, area multiple listing services, appraiser files and inquiries with area brokers and others active in the real estate industry. Every effort has been made to confirm sales and rental data for accuracy. Sales data selection included factors such as date of sale, size, location and physical characteristics. The appraiser signing this report collected and analyzed the sales and the rentals utilized in the appraisal and applied all applicable approaches.

As required by Standard 2-2(b), omission of any approach to value, for any specific reason, is explained in the appraisal process herein.

PURPOSE OF THE ASSIGNMENT

The purpose of this report is to develop an opinion of market value of the subject property, as is, as of the effective date of appraisal, **subject to a Survey, depicting the location of the BWA Water Line easement and an Abandoned Storm Drain traversing the property. The Value contained herein is subject to change based on survey.** A current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the United State of America is as follows.

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

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

EFFECTIVE DATE OF THE APPRAISAL

SR 1-2 (d); 2-2(vi)

The effective date of appraisal is the date which the value opinion applies and is generally the date of inspection. The effective date of this report is February 13, 2022.

DATE OF THE REPORT

The date of the report is generally the date of the transmittal letter. The date of this report is March 2, 2022.

PROPERTY INTEREST APPRAISED

SR 1-2 (e) (iii)

The subject property is appraised as fee simple estate, or complete ownership, with all the bundle of rights, without regard to liens or encumbrances, as a whole and subject to any easements, reservations or restrictions of record. Any non real estate items included in the valuation herein, such as machinery, furnishings, fixtures or equipment will be set out and described in the improvement analysis and valued in the cost section of this report.

LEGAL DESCRIPTION

SR 2-2a (iii)

0.24252 Acre, more or less, off North Front Street, known as Division Street R-O-W,
City of Freeport, Brazoria County. Texas .

OWNERSHIP

Title to the subject property is held in the name of City of Freeport, as filed and recorded in the Official Records of Brazoria County, Texas.

HISTORY OF OWNERSHIP / SALES HISTORY / CURRENT AGREEMENTS

The subject property's ownership has been vested, as shown above, for many years. No sales history or current agreements are noted.

TAX INFORMATION

The property is not subject to taxation, as a publicly owned tract of land; however, it is appraised and lies within the following taxing entities, as follows:

County of Brazoria
Brazosport Independent School District
City of Freeport
Velasco Drainage District
Brazos River Harbor Navigation District – Port of Freeport
Brazosport College District

The assessed value placed on the subject property, account number #693303, by the Brazoria County Appraisal District for taxing purposes, is \$19,610.00. The total rate is calculated to be \$2.598124 per hundred.

EXPOSURE TIME

Assuming adequate exposure and normal marketing efforts, the estimated exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded to in this analysis as of the date of this valuation) would have been within about 3-12 months.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is made off of drawings furnished the appraiser as to the BWA Water Lines placement within the Right-of-Way. If the calculations made herein of useable water frontage of 48.3 feet changes, based off a current survey depicting the actual easement lines, the value is subject to change. Another extraordinary assumption is made, that the storm water line traversing the property can be removed, and that the site can be leveled and utilized for single family residential use.

COMPETENCY RULE

Prior to accepting the assignment, the appraiser properly identified the problem and considered the knowledge and experience required to complete the assignment competently. The appraisers have completed appraisal reports on similar type properties and are competent to appraise this property.

CONFIDENTIALITY OF THE ETHICS RULE

An appraiser must protect the confidential nature of the appraiser – client relationship. An appraiser must not disclose confidential factual data obtained from a client or the results of an assignment prepared for a client to anyone other than: 1) the client or personal specifically authorized by the client; 2) state enforcement agencies and such third parties as may be authorized by due process of law; and 3) a duly authorized professional peer review committee. It is unethical for a member of a duly authorized peer review committee to disclose confidential information or factual data presented to the committee.

NEIGHBORHOOD DATA

A neighborhood is considered that area most closely surrounding the subject property. It may be a specific subdivision, a section of a community or in a small town or city, an entire community and may be comprised of a mixture of commercial, residential or agricultural utilizations.

Comparable sales used may or may not be within the defined neighborhood, but should be similar in present and future land use trends.

A neighborhood is an area with distinguishing characteristics, and is often defined by physical boundaries such as streets or roads, bodies of water, waterways or railroad tracks, and is often designed by zoning ordinances or deed restrictions.

A neighborhood generally goes through stages of growth, stability, decline and revitalization. These stages affect value when compared to other neighborhoods. Growth is a period during which the neighborhood gains public favor and acceptance; stability is a period of equilibrium without marked gains or losses; decline is a period of diminishing demand; and revitalization is a period of renewal, modernization and increasing demand.

The four forces affecting value are social, economic, governmental and environmental. Social considerations include population density, education and age levels, occupant employment type, neighborhood organizations and educational, medical, social and recreational services available. Economic considerations include income levels, degree of owner occupancy, rent levels, property value levels, vacancy rates, type of construction, age of properties and property use changes. Governmental considerations include such factors as land use and size, terrain, use density, noise levels or other nuisances, traffic volume, property maintenance and upkeep, availability and quality of utilities, surrounding development and proximity to churches, employment, shopping, schools and employment centers.

The subject neighborhood is physically defined as the Old Brazos riverfront area, within the City of Freeport, along with the adjacent commercial and residential neighborhoods.

It is an estimated 90 percent built up. Land uses are a mixture of commercial, both neighborhood and tourist related properties, and residential, with some light industrial uses.

Access within the neighborhood is ample and provided by various city and state maintained streets and arterials.

All public utilities serve the neighborhood and capacity is adequate for existing and future development.

Neighborhood appeal is rated average. The defined area's market is relatively stable, and is influenced by the Brazosport Industrial Complex and the Port of Freeport. The subject is located

along the Old Brazos River Channel. There are public and private land uses along the river. The subject area has been the focus of various redevelopment projects.

Fire and police protection are ample and provided by the City of Freeport.

Schools, churches, shopping, medical facilities and employment centers are all within close proximity.

SITE ANALYSIS

The subject property is located within the northern portion of the City of Freeport. It is physically situated along the south side of North Front Street. It is estimated to contain a total area of .24252 acre of land, or 10,564.02 feet more or less (subject to survey) with 48.3 feet of useable and accessible water frontage along the Old Brazos River Channel. A levee borders the water frontage and according to the city of Freeport, nothing may be built on the levee that may harm the structural integrity. A 15 foot wide, BWA Water Line Easement is located on the property, along with a supposed, abandoned storm water drain line. The site has an elevated, non-surfaced area traversing the center of it, from North Front Street to the top of the levee. It is assumed that the portion of this raised area, not contained within the BWA Water Line Easement, may be leveled and brought back to natural grade if needed. Also, is assumed that prior to any construction, that the Storm Water Drain pipes may be removed, and that its removal will not affect the integrity of the levee. If any detriment is found to the Levee from the removal of this storm water drain, then the levee would have to be repaired to its former structural integrity.

The tract is basically rectangular in shape.

It is noted that the river access is limited to smaller craft, as the site is located upstream of the FM 1495 bridge. The bridge height would limit watercraft passage due to clearance being lower than commercial boat sale or tower clearance requirements. Indeed, most of the larger craft frontages along the Old Brazos River Channel are downstream of FM 1495. Larger watercraft can access between the areas of the flood protection gateway, and the Port of Freeport railroad trestle structure. The site is zoned W-1R, Waterfront Single Family Residential. All utilities are assumed available. According to F.E.M.A. flood maps, panel number 48039C0780I, the subject property is situated within a designated zone "X", within the portion lying along the raised levee. The areas along, and including the sides of the levee, lying off water, are designated zone "A". The appraiser notes that the available flood maps are somewhat inconclusive as to exactly what portions of the property may be subject to build-up requirements and/or development restrictions. The subject is situated within census tract number 6643. Surrounding land uses are a mixture of commercial and residential uses. Reasonable inspection of the property revealed no known or obvious existing or potential environmental hazards. The value expressed in this report is based on the property being free of contamination or exposure to hazardous materials. The value in this report assumes no diminution in value due to the results of any environmental assessments, studies, or remediation reports. The subject is currently a vacant, riverfront tract that is the remnants of the Division Street Right-of-Way.



VIEW OF SUBJECT SITE



VIEW OF OLD BRAZOS RIVER LEVEE ACROSS SITE



VIEW OF OLD BRAZOS RIVER FRONTAGE



VIEW OF OLD BRAZOS RIVER FRONTAGE



**VIEW OF ACCESS POINT FOR BRAZOS RIVERER WATER AUTHORITY WATERLINE
EASEMENT TRAVERSING SUBJECT SITE**



**VIEW OF STORM DRAIN CULVERTS EXTENDING FROM
RIVER TOWARD FRONT STREET**



VIEW OF SUBJECT FACING NORTH FROM TOP OF LEVEE



VIEW FACING WEST ALONG NORTH FRONT STREET

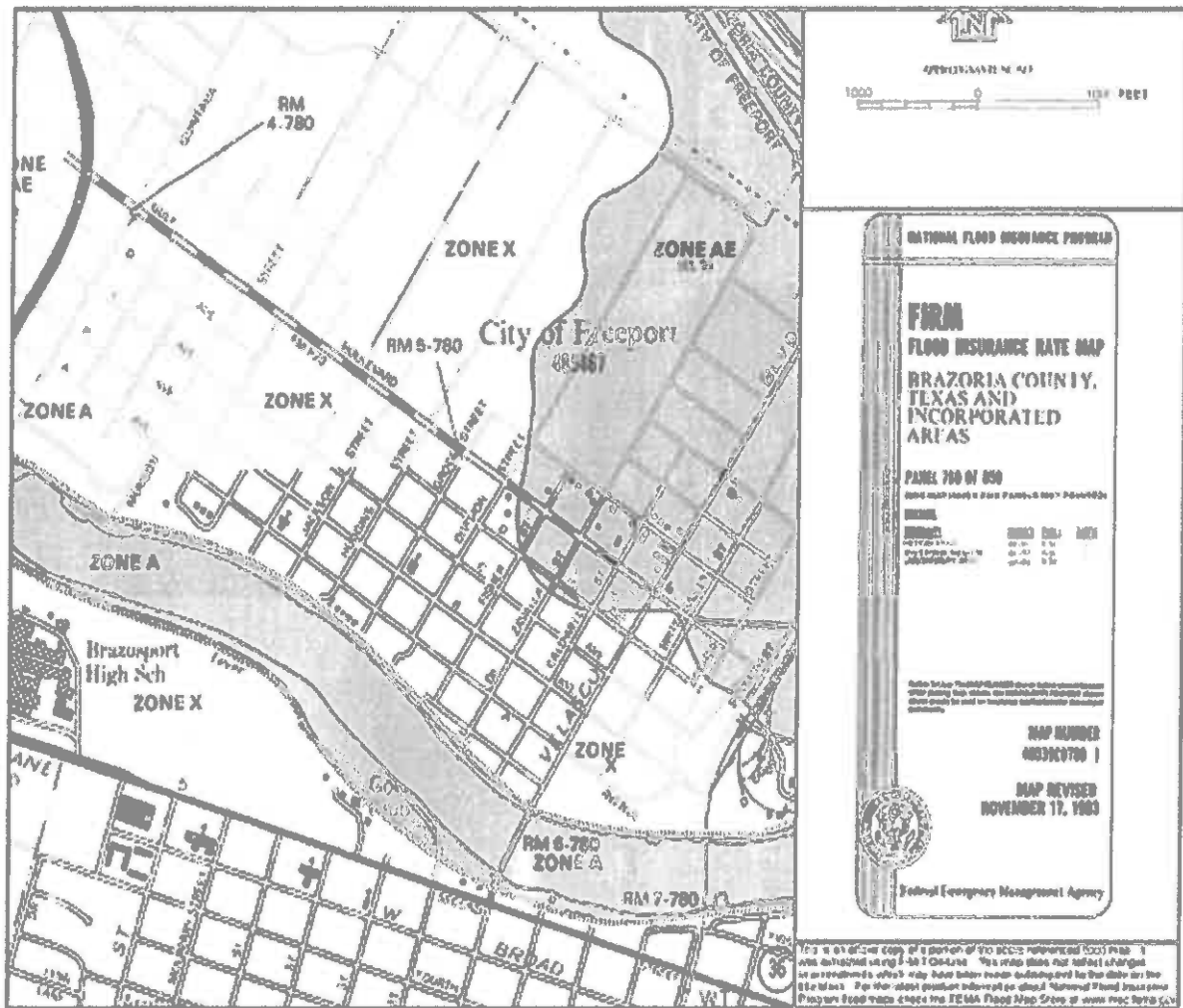


VIEW FACING EAST ALONG NORTH FRONT STREET



30m
100ft

FLOOD MAPS



HIGHEST AND BEST USE

Highest and Best Use is not an absolute fact but reflects an appraiser's opinion based on market knowledge and an analysis of prevailing market conditions. Highest and Best Use is defined as:

"The highest and best use of the land, which at time of appraisal, is legal and which will yield the highest net return in the reasonably foreseeable future."

In appraisal theory and practice, highest and best use represents the premises upon which value is based. There are two types of highest and best use. One is of the site or land as vacant. The other is as improved.

The first type, as vacant, assumes that the site is vacant or can be made vacant through removal of improvements. In analysis of this type, the appraiser must determine the best utilization of the site or what improvements should be placed thereon. If a site being studied is not vacant, it is often analyzed as though it were. The appraiser must determine if the existing improvements represent the best use of the site.

The second type, as improved, considers the use of the property as it exists. Consideration must be made as to whether the improvements should remain as they are at the time of appraisal, or whether they should be renovated, remodeled, expanded or replaced. Consideration must also be made as to whether utilization of existing improvements should remain the same. Generally the existing improvements or use will continue until the value of the land or site, in its highest and best use, exceeds the sum of the entire property, plus the cost to remove improvements.

Implicit in the above definitions of highest and best use are the concepts of time (duration period of that estimated highest and best use) and social, economic, governmental and physical (including locational) factors which influence value.

In both definitions of highest and best use there are four criteria that must be met. These are that the highest and best use must be physically possible, legally permissible, financially feasible and maximally productive.

The subject is the remnants of the Division Street Right-of-Way. There is a 15 foot wide BWA Water Line Easement located on the site. An undefined, storm water drain line is also located on the site. It upstream of most of the commercial waterfront utilized for larger vessel commercial uses. It lies in an area where the watercraft access is suitable for smaller boats. Most of the surrounding properties are residential or public use properties. Most of the riverfront uses in this area are residential, public properties, and passive recreational.

The subject fronts along North Front Street and all public utilities are assumed available to the site. It is assumed that the highest and best use is for Single Family Residential Development.

THE APPRAISAL PROCESS

Real estate valuation is a problem solving process in which support for a defined value is sought under market conditions existing at a specific point in time. The process is sensitive to the reactions of a typical purchaser for a particular type of property. Market value is the most probable sales price which a property will bring, and this price depends upon the typical purchaser reaction to the various supply and demand factors which affect the property being appraised. The highest and best use of the property, in relation to surrounding competitive properties, is particularly important. The appraiser then must seek answers to economic questions posed by the property under appraisal, questions which can only be answered through analysis of the behavior and motives of market participants.

Value cannot be known with absolute certainty, as neither the methods or techniques employed by the appraiser, nor the data available, lend themselves to precise quantification and scientific manipulation. A valuation is, therefore, no more than a researched, logical and supportable estimate made by a qualified appraiser, as of a specific date.

The appraisal problem is ordinarily solved through the use of the three generally accepted valuation techniques. Each technique has an individual concept and provides a separate indication of value for the subject property. The separately conceived value indications tend to form a zone of reasonability, and under the process known as correlation, the final value conclusion is found within this zone.

The three generally accepted approaches to the estimation of value are the Cost Approach, the Direct Sales Comparison Approach and the Income Approach. All of the data utilized in these approaches comes from market evidence in one form or another.

Within the Cost Approach, there are four basic steps required to arrive at a value indication. The first is to estimate the value of the land as if vacant and available for development to its highest and best use. A replacement cost estimate of existing improvements is then made. An estimate of depreciation from all causes is then subtracted from the developed replacement cost estimate of the improvements. The depreciation estimate includes consideration of deterioration of the physical qualities of the improvements, as well as obsolescence attributed to both functional and external considerations. The final step in the Cost Approach is the compilation of the depreciated estimated replacement cost of the improvements, to which is added the estimated land value, giving a value estimate of the property by the Cost Approach.

The subject property is essentially vacant land, and is being appraised as such; therefore, the Cost Approach is not necessary or applicable in this case.

The Direct Sales Comparison Approach produces a value estimate by comparing similar properties, which have been sold recently, or are currently under contract with all contingencies removed, to the subject property. An estimate of the degree of comparability is made by comparing such value influencing factors as financing terms, condition of sale, site value, quality of construction, age and condition, utility, equipment, amenities and marketability. Sale properties judged to be comparable tend to set a range in which the value of the subject property will fall. The Principle of Substitution is the controlling factor in this approach to value.

The Direct Sales Comparison Approach has been used, in this case to value the land, a portion being waterfront, and a portion being off water, interior situated. Research indicates a lack of improved sales applicable to the subject site, as improved.

The Income Approach is concerned with the present worth of future benefits of the property. Again, four basic steps are required for a value indication. These are the estimate of economic rent or income, expenses, economic life of the improvements and the selection of an appropriate capitalization rate for processing the net income. In this application, the appraiser estimates a gross annual income which the property should produce to attract investors in the market. From the gross income, expenses are subtracted to obtain a net income before recapture projection. Expenses include taxes, insurance, operating and maintenance costs and replacement reserves. An estimate of the economic life of the improvements requires a determination of the probable duration of the income stream. Rate selection requires market scrutiny for an interest rate reflective of current conditions. An applicable capitalization technique is then asserted, and the net income estimate is processed by the proper rate for a value estimate of the property.

The subject property is not leased or utilized for income related purposes, therefore, the Income Approach is not applicable or necessary, in this case.

MARKET APPROACH

The Direct Sales Comparison Approach is the method of estimating market value by making direct comparisons of the subject, with similar properties that sold recently, under normal sales conditions. Adjustments to sales are often necessary to enhance comparability. The first adjustments required are for market conditions, which include condition of sale and financing terms. Secondly, adjustments are made for physical characteristics such as site value, improvements size, quality of construction, age, condition, appeal, off-street parking allowance, equipment and other amenities. This approach applies the principle of substitution in that a prudent purchaser would pay no more for a real property, than the cost of acquiring an equally desirable substitute on the open market. Therefore, sales and/or listing of properties with comparable location, characteristics and/or future earning capabilities would influence a prudent purchaser by offering alternative investments. This is the only approach which directly reflects the balance of supply and demand in actual trading in the market place. Units of comparison employed in the market are used to compare the comparable sales directly to the subject. Assuming reliable sales information to be available, this method is often recommended above all others.

Two units of comparison are derived from this approach, physical and economic. The physical unit of comparison is value derived by dividing the sale price of the similar properties, by the square foot, room, unit or other unit of comparison, depending upon property type. The economic unit of comparison applies to income characteristics of similar properties. Units of comparison may be the gross rent multiplier for residential properties or the gross income multiplier for income producing properties. The gross income multiplier is derived by dividing the sales price of similar properties, by the gross annual income. The gross income multiplier is then applied to the gross income of the subject property to derive an indicated estimate of value by this method.

The subject is vacant land, therefore, the direct sales comparison approach, "LAND" only is used herein.

LAND VALUE

The estimation of land value is critical to the accuracy of an appraisal. Comparisons should be consistent, and only comparable properties should be used for comparison purposes. In estimated the value of the subject site, as if vacant and available to be put to its highest and best use, the Direct Sales Comparison Approach has been utilized. This technique is the method of estimating market value by making direct comparison of the subject property to similar properties that sold recently under normal sales conditions. Adjustments are often required to enhance comparability for market and physical characteristics. Market adjustments include financing, condition of sale and date of sale. Physical characteristic adjustments include access, size, location or other variables. This approach applies the principal of substitution in that a prudent purchaser would pay no more for a real property than the cost of acquiring an equally desirable substitute property on the open market. Therefore, sales and or listings of properties with comparable location, characteristics and future earning capabilities, would influence a prudent purchaser by indication the price level for alternative properties.

Properties considered similar for comparison purposes follow.

LAND SALE NO. 1

GRANTOR: Cundieff Family Partnership

GRANTEE: Petr A. Richardson Revocable Trust

DATE OF SALE: 12-7-2021

RECORDING: 2021-080435

LEGAL DESCRIPTION: Lot 1, Brazos Shore S/D, Section I, City of Freeport,
Brazoria County, Texas

LOCATION: Old Brazos River; Second Street
Freeport, Texas

CONSIDERATION: \$100,000.00, or \$1,975.00 per F.F. River

SIZE: 10,517 Sq. Ft.

SHAPE: Rectangular

UTILITIES: All

ACCESS: Second Street

EASEMENTS: none adverse noted

USE AT SALE: Vacant

REMARKS: The tract was purchased for Residential home construction.

LAND SALE NO. 2

GRANTOR: Cundieff Family Partnership

GRANTEE: WKB Ventures

DATE OF SALE: 10-26-21

RECORDING: 2021-072429

LEGAL DESCRIPTION: Lot 1A, Brazos Shore S/D, Section I, City of Freeport,
Brazoria County, Texas

LOCATION: Second Street
Freeport, Texas

CONSIDERATION: \$60,000 or \$4.98 Sq. Ft.; \$976.00 F.F. River

SIZE: 12,037 Sq. Ft.

SHAPE: Rectangular

UTILITIES: All Public

ZONING / RESTRICTIONS: Residential

ACCESS: Second Street

EASEMENTS: Several easements regarding electrical, shared drive, etc...
No adverse easements or encroachments noted.

USE AT SALE: Vacant

REMARKS: The property was purchased at a considerable discount due
to the easements. The seller stated he sold the site at a
discount of 50% because of all the easements, shared drive.

LAND SALE NO. 3

GRANTOR: Cundieff Family Partnership

GRANTEE: Chase Theriot

DATE OF SALE: 4-26-2021

RECORDING: 2021-027047

LEGAL DESCRIPTION: Lot 8, Brazos Shore S/D, Section I, City of Freeport,
Brazoria County, Texas

LOCATION: Old Brazos River; Second Street
Freeport, Texas

CONSIDERATION: \$120,000.00, or \$2,231.00 per F.F. River

SIZE: 12,887 Sq. Ft.

SHAPE: Rectangular

UTILITIES: All

ACCESS: Second Street

EASEMENTS: None adverse noted

USE AT SALE: Vacant

REMARKS: The tract was purchased for Residential home construction.

COMMENTS

All sales have River Frontage and are located across the river and east of the subject. Sale two had several easements and the seller discounted the sales price 50% for these.

Sales reflect a value range of \$976.00 to \$2,231.00 per front foot of river frontage. A value of \$1,000.00 per front foot is considered to be reasonable for the subject site.

48.3 F.F. X \$1,000.00 per F.F. = \$48,300.00

FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS

(\$48,300.00)

CORRELATION AND CONCLUSION

Value Indicated by the Cost Approach	=	N/A
Value Indicated by Direct Sales Comparison	=	\$48,300.00
Value Indicated by the Income Approach	=	N/A

The Cost Approach is one of the three recognized approaches to value and is an important indicator. The strength of this approach is that it is applicable to all types of improved properties and is valid if cost and land value estimates are accurate; the greatest factor being the accuracy of estimated depreciation. The weakness of this approach is that it does not necessarily reflect prevailing market conditions or, in the case of income producing properties, consider vacancies. The ultimate objective of the appraisal is to estimate the value, not cost; therefore, the Cost Approach is generally given the least weight or reliance.

The Direct Sales Comparison Approach is the only approach which directly reflects the balance of supply and demand in actual trading within the marketplace. The approach applies the principal of substitution and actually compares sales of like properties. The weakness of this approach is the availability of recent sales of comparable property type, as well as variations in location, condition, quality of construction, size and dates of sale. The comparable sales utilized in the direct sales comparison approach have been confirmed and are considered the most recent and similar to the subject for comparison purposes.

The Income Approach is based on the assumption that there is a direct relationship between the amount of income a property produces and its market value. Value, by this approach, is therefore the present worth of anticipated future income benefits. This approach is extremely reliable in estimating the value of income producing properties. It considers actual market conditions prevailing at the date of appraisal. The weakness or strength of this approach depends upon the accuracy of the three basic steps: forecasting income and expenses, deriving net income and choosing the appropriate rate and capitalizing the net income by the appropriate technique.

The greatest reliance has been given to the value indicated by the Market Approach.

The final estimate of market value, as is, as of February 13, 2022, is:

FORTY EIGHT THOUSAND THREE HUNDRED DOLLARS
(\$48,300.00)

ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal and title considerations. Title to the property is assumed to be good and marketable unless otherwise noted.
2. The property is appraised as if free and clear of any and all liens or encumbrances unless otherwise noted.
3. Responsible ownership and competent property management are assumed.
4. Information, estimates and opinions furnished to the appraiser and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser can be assumed by the appraiser.
5. All engineering is assumed to be correct. Any plot plans, building sketches, or other illustrative material in this report are included to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions on the property, subsoil or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws.
8. It is assumed that all applicable zoning and use regulations and restrictions are in compliance.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or federal government or private entity or organization has been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. Unless otherwise agreed upon, possession of this report or a copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without written consent of the appraiser and then only with property written qualification and only in its entirety.
11. The appraiser preparing this appraisal report is not required to give further consultation, testimony, or be in attendance in court on behalf of the client unless arrangements have been previously made.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the organization with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior consent and approval of the appraiser.
13. Unless otherwise stated in this report, the existence of hazardous material may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, lead based paint or other potentially hazardous materials which may be in any improvements or whose presence may contaminate the soil and ground water may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property, or on or in the adjacent property being appraised. No responsibility is assumed for such conditions, or for any expertise or engineering knowledge required to disclose them. The client is urged to retain an expert in the field, if desired.
14. Any other unknown conditions which could affect the property such as the discovery of archaeological sites, old cemeteries, etc., are assumed not to exist to the detriment of the property for purposed of this appraisal.
15. The values as concluded herein are entirely contingent upon the subject property not being within or subject to a federally designated potential endangered species area as defined by the U.S. Fish and Wildlife Service, which, as a result, might otherwise limit, restrict and/or prevent development of the subject property to its highest and best use.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased analysis, opinions and conclusions.
3. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions and conclusions contained in the report).
4. All conclusions and opinions, concerning the real estate, that are set forth in the appraisal report were prepared by the appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the appraisal report shall be made by anyone other than the appraiser, and appraiser shall have no responsibility for any such unauthorized change.
5. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
6. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
8. My compensation for completing this assignment is not contingent upon the development of report of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
9. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
10. The appraiser Barry Coleman, has made a personal inspection of the property that is the subject of this report. No other significant professional assistance in the inspection, research, and processing of this appraisal was provided.
11. I have appraised similar type facilities and am competent to appraise these types of properties.
12. The appraiser **has not** performed appraisal services related to the subject property within the last three year period preceding the acceptance of this assignment. The previous appraisal was for loan processing procedures.
13. The estimate of market value in this appraisal report is not based in whole, or in part, upon race, color, religion, sex, handicap, national origin or familial status of the present owners or occupants or owners in the vicinity of the property appraised.

14. I am currently certified by the Texas Appraiser Licensing and Certification Board, through December 31, 2022.


Barry A. Coleman
Texas Appraiser Certification
Number TX-1324203-G

QUALIFICATIONS OF THE APPRAISER

Barry A. Coleman is the owner of Angleton Real Estate Appraisal, with offices located at 217 Sebesta Road, Angleton, Texas. He has been actively engaged in the full time real estate appraisal business since April 1985.

CERTIFICATIONS/LICENSES:

Texas Real Estate Salesman License No. 362589-03
State Certified General Real Estate Appraiser, Certification Number TX-1324203-G

EDUCATION:

Graduate of Angleton High School - 1982
Successfully completed required courses and acquired salesman license - 1985.
Brazosport College - TREC Courses
28 hours of mandatory continuing education courses and USPAP update courses are required every two years by the Appraisal Standards Board and I have met these requirements since 1990.

EXPERIENCE:

Appraisal experience includes assignments as follows:

Country Clubs, Motels, Medical Offices, Office buildings and office complexes, Convenience Stores, Shopping centers, Industrial complexes, Office-warehouses, Subdivisions, Farms and ranches, Single family dwellings, Multi-family dwellings, Churches, Restaurants and fast foods, Fabricating shops, Mobile home parks, Automobile dealerships, Estates, Grain elevators, Carwashes, Mini-storage facilities, Marinas, Day care centers, Airports, Hospitals, Community water systems, Private schools, Lumber yards, Ball rooms, Service stations and special use properties such as Docking facilities, Material yards and Bulk stations. Also included are Eminent Domain Appraisals for drainage easements, Powerline easements and Pipeline rights-of-way.

PARTIAL LIST OF CLIENTS:

Financial Institutions:

First Prosperity Bank, N.A.; Texas Gulf Bank, N.A.; First State Bank - Clute; Brazoswood National Bank - Richwood; Express Bank; Bank of America; First National Bank - Alvin; First State Bank of Moulton; First National Bank - Lake Jackson; NCNB Texas National Bank; Ameritrust Texas, N.A.; Commercial State Bank; LaPort State Bank; Wells Fargo Bank; Texas National Bank - Tomball; First National Bank - Eagle Lake; Colorado Valley Bank - LaGrange; Compass Bank; Marchants Bank; NationsBank; First Community Bank, N.A.; Texas Independent Bank - Dallas; Union Planters Bank.

Mortgage Companies:

First Interstate Mortgage Company; Prudential Relocation; Manufacturers Hanover Servicing, Inc.; Great Southwest Savings; Banc One Mortgage; Coldwell Banker Relocation; Greater Houston Financial Services, Inc.; I.T.T. Small Business Finance; PNL Credit Company, LLC - Fort Worth; Phoenix Mortgage Company; Metropolitan Mortgage and Securities Company, Inc.; Chemical National Mortgage Corporation; The Lending Center-Houston; Texas Independent Mortgage Company, Irving; Strategic Mortgage Services, California; Inspections Over America, Livingston; Acquisition Funding, Angleton; Mortgage Specialists, Inc., Fort Worth; Bayside Mortgage, Deer Park; Wells Fargo Mortgage.

**BARRY ALBERT COLEMAN
2117 SEBESTA RD
ANGLETON, TX 77515**



TEXAS APPRAISER LICENSING &
CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: Barry Albert Coleman

License #: TX 1324203 G

License Expires: 12/31/2022

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

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


Chelsea Buchholtz
Commissioner



City Council Agenda Item #5.

Title: Discussion and update on Rental Inspection Program.

Date: January 8, 2024

From: Kacey Roman, Building and Code Director

Staff Recommendation:

Item Summary: The purpose of the Rental Registration and Inspection Program is to safeguard the life, health, safety, welfare and property of the occupants of communities and the general public. The City of Freeport is hosting a meeting for all apartment owners and managers on Thursday, January 11, 2024. The meeting will take place at the Freeport City Hall 3rd Floor Training Room located at 200 W. 2nd Street in Freeport.

Background Information: This meeting will be to discuss the newly proposed multi-family inspection program, and any concerns that the property owners may have. The program develops a process to enforce the minimum building standards and property maintenance codes, and to provide equitable and practical remedies for the violation of minimum building standards and property maintenance codes.

Special Considerations: The City of Freeport currently does not have the staff to inspect per this type of ordinance. A new inspector will need to be hired to enforce these regulations. A similar program was adopted in Freeport several years ago, but staff was unable to inspect within the required timeframe, and the program was discontinued.

Financial Impact: Proposed \$2.50 per month/per unit. To be paid only by each apartment owner or tenant on their water bill.

To clarify - this is NOT to be paid by all citizens of Freeport.

Board or 3rd Party Recommendation:

Supporting Documentation:

1. Apartment Inspection Checklist Form Exterior Inspection
2. Apartment Inspection Checklist Form

3. Freeport Apartment Ordinance - First Draft



City of Freeport Community Development
Code Enforcement Division
200 W. 2nd St, Freeport, Tx 77541
979-871-0109

EXTERIOR
INSPECTION

Property Name:

Bldg#:

Date:

Address:

1st Inspection: ☐

2nd Inspection: ☐

3rd Inspection (\$25 Fee): ☐

4th Inspection (\$50 Fee): ☐

(A) Windows & Doors IPMC 304.13 / 304.15 / 304.18	(I) Electrical & Lighting - IPMC 604 & Chapter 7
1. Weather tight & free of defects	1. Properly marked electrical box (apt.#)
2. Unobstructed egress	2. All wiring intact & properly maintained
	3. Properly installed service panel
(B) Walls & Overhangs IPMC 304.2/304.3/ 304.6/ 304.9	4. Fixtures/light covers intact & properly functioning
1. Soffit & fascia in good repair	5. No obstructions to electrical meters/boxes
2. Siding is weather tight & intact	6. Cover plates on all outlets/switches/junction boxes
3. Weatherproof & free from rot	
4. Building & unit numbers posted	(J) Fire IFC 308 / 503 / 906.3
5. No peeling, chipping or flaking paint	1. Fire lanes marked and clear of obstruction
	2. Fire extinguishers present & working
(C) Foundation IPMC 304.5	3. Fire extinguishers certified annually
1. Structurally sound	4. Fire sprinkler system intact & operable
2. Free from holes or gaps	5. BBQ pits in safe locations – 5 feet from building
	6. No LP gas cylinder storage
(D) Roof IPMC 304.7/ 603	
1. Structurally sound	(K) Sidewalks / Driveways & Parking Lots IPMC 302.3
2. No defective shingles or flashing	1. Proper surface & well maintained
3. Free of water leaks	2. Free of tripping or other hazards
4. Flue vents & spark arrestor maintained	
	(L) Yard IPMC 302.2 / 302.4
(E) Gutters & Downspouts IPMC 304.7	1. Grass & weeds <12" in height
1. Good condition & no obstruction	2. Grading, drainage & free of holes
2. Properly attached	
	(M) Vehicles IPMC 302.8 / CoO 38.73
(F) Porches/Decks/Balconies IPMC 304.10	1. Vehicles parked on approved surfaces
1. Structurally sound/rotten/missing wood	2. No oversized, inoperable or junked vehicles
2. Guard railing if over 30" above grade	
3. Safely supports imposed loads	(N) Accessory Structures, Carports & Common Areas
4. Securely attached & anchored	1. Free of defects & structurally sound
	2. Swimming pools clean/sanitary/secure
(G) Stairs , Steps & Handrails IPMC 304.10/ 304.12	3. Laundry facility clean/sanitary
1. Maintained & free from defects	4. Recreation areas free of hazards
2. Properly anchored & structurally sound	5. Dumpster enclosure in good repair
3. All rail caps present	6. No accumulated rubbish/debris
4. Hand & guard rails firmly fastened	IPMC 302/303/ 307/CoO 51/CoO 110.71
5. Maximum of 4" spacing in railing	
	(O) Other IPMC 302.5 / 308 / 506
(H) Fences CoO 110-172 / IPMC 302.7	1. Free of rodent & insect infestation
1. No damage / leaning section / prohibited materials	2. Sealed for bats
2. Fence of 6'-7' in height surrounding property	3. Tree limbs not hitting roof / sides
	4. Caps on all sewer cleanouts/no sewer leaks
	5. No water leaks

A timeline must be submitted within 10 days of Inspection Date for repairs

Inspector:

Received By:

Printed Name:

Printed Name:

Based on an inspection, the items documented identify the violations in operations or facilities which must be corrected.

Failure to comply with any time limits for corrections specified within this notice may result in cessation of your operation, or court citations may be issued.

*All requirements for Minimum Building and Property Maintenance Standards
are in accordance with the following currently adopted International Code Council Building Codes
and the City of Freeport Code of Ordinances:*

*International Property Maintenance Code
International Residential Code
International Building Code
International Fire Code
International Plumbing Code
International Energy Conservation Code
National Electric Code*

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International Building Code
International Fire Code
International Plumbing Code
International Energy Conservation Code
National Electric Code*

PROPERTY MAINTENANCE CODE

Article II. – Construction Codes

Sec. 6-23. Definitions.

Condominium means a single dwelling unit with a recordable deed, incorporated into a building with multiple dwelling units with shared ownership of common areas.

Rental dwelling means a single-family dwelling, duplex, triplex, or condominium that is being rented or is available to be rented.

Sec. 6-25. - Local amendments and supplementary provisions.

8. Property Maintenance Code. In addition to the provisions of this chapter, the property maintenance code adopted herein is subject to the following:

(a) The following parts of the Adopted International Property Maintenance Code are hereby deleted:

(1) Section 103.5 (Fees)

(3) Section 111 (Means of Appeal)

(b) Sections of the Adopted International Property Maintenance Code are hereby amended as follows:

(1) Section 304.7 is amended to add the following:

304.7.1 Unsafe equipment. Unused, unsafe, or unnecessary equipment shall be removed from all roofs and roofing areas.

(2) Section 304.14 Insect Screens is amended to read as: Every door, openable window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or used in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Dwellings shall be provided with insect screens at every openable window.

(3) Section 302.3 is amended to read as follows:

302.3 Sidewalks, driveways, and parking areas. Sidewalks, walkways, stairs, driveways, parking lots and similar areas shall be kept in a proper state of repair and be maintained free from hazardous conditions.

(c) Sections of the Adopted International Property Maintenance Code are hereby amended, for rental dwellings only, as follows:

(1) Section 108 is amended to add the following:

108.8. Providing Habitable Units and Structures. Within 24 hours of the building official posting a notice that a structure or unit is uninhabitable, the tenants of the posted structure or unit must be provided with a habitable unit or structure, if available. The tenants must be allowed to stay in the habitable unit or structure until sufficient repairs are made to the posted unit or structure for the building official to remove the notice. If a habitable unit or structure is not available, then the tenant's rent must be abated until the building official removes the notice.

Exception:

(a) When the actions of the tenant cause the unit or structure to be placarded as uninhabitable, the tenant is responsible for finding his own habitable unit or structure to live in.

-
- (b) This section does not apply if the unit or structure is not habitable due to a force majeure event such as a fire, hurricane, flood, or tornado.

108.8.1. This section does not:

- (a) Other than the abatement of rent, give a tenant a legal right to violate the terms of his lease;
- (b) Give a tenant in an apartment community the right to be moved to a structure or unit in a different apartment community;
- (c) Amend or extend the tenant's lease for the uninhabitable unit or structure, other than allowing the tenant to occupy the habitable unit while the uninhabitable unit or structure is being repaired;
- (d) State that the owner or operator must give the tenant a new lease for the habitable unit or structure; or
- (e) Apply if the tenant is in default of the lease for the uninhabitable unit or structure, whether the tenant goes into default before or after being moved to the habitable unit.

- (2) Section 403 is amended to add the following:

403.6 All ventilation systems installed in the unit, including central air and air conditioning window units, shall be maintained in working order. (2) Section 403 is amended to add the following:

403.6 All ventilation systems installed in the unit, including central air and air conditioning window units, shall be maintained in working order. Air conditioning units must be capable of cooling all habitable rooms, bathrooms and toilet rooms to a temperature of 82°F or less. Temperature measurements shall be taken from a distance of three (3) feet above floor level. The owner and operator must repair or cause to be repaired the air conditioning system within 72 hours from the time the owner or operator is notified. If repairs cannot be made within 72 hours, the owner and operator must submit a timeline for the repairs to the building official. The timeline must be submitted within the 72 hours.

- (3) Section 505.4 is amended to add the following:

505.4.1 Maintenance of Boilers and Water Heaters. Notification must be given to the city within 24 hours of loss of hot water. Boiler systems and hot water heaters must be repaired within 72 hours. If repairs cannot be made within 72 hours, a timeline for the repairs must be submitted to the building official within 48 hours of the loss of hot water. Any changes to the timeline must be approved by the building official.

Exception: This section does not apply if the failure of the boiler systems or loss of hot water is due to a loss of utilities that is not the fault of the property's operator or owner.

- (4) Section 602.3 Heat supply is amended to read as: Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

602.3.1 All heating systems installed in the unit shall be maintained in working order.

602.3.2 The temperature measurements shall be taken from a distance of three (3) feet above floor level.

Exceptions:

When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating

system is operation at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

- (1) In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.
- (5) Section 602.4 Work spaces able to be occupied is amended to read as. Indoor work spaces shall be supplied with heat to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

- (1) Processing, storage and operation areas that require cooling or special temperature conditions.
 - (2) Areas in which persons are primarily engaged in vigorous physical activities.
- (6) Section 704.2 is amended to add the following:
- 704.2.1 Smoke alarms to be tested. Smoke alarms and/or fire alarms shall be tested at least once every 12 months. A record of the testing of the smoke alarms shall be kept on property and available to the fire marshal's office or building official upon request. An owner or operator may be exempted from testing the alarms of a specific unit if that tenant gives the owner or operator a letter stating that they refuse entry for the purposes of testing the alarms.
- 702.2.1.1 This section does not impose a duty on owners or operators to protect tenants that fail to comply with Ch. 92, Subchapter F (Smoke Alarms and Fire Extinguishers) of the Texas Property Code.
- (7) Section 705 Carbon Monoxide Alarms in is added as follows:
705. Property owners who rent or lease dwelling units shall supply and install carbon monoxide alarms where the following conditions exist in new or existing rental dwellings:
1. The dwelling contains a fuel-fired appliance; or
 2. The dwelling has an attached garage with an opening that communicates with the dwelling unit.
- 705.1. Maintenance of the carbon monoxide alarm shall be the responsibility of the owner and the occupants.
- 705.2. Location. Carbon monoxide alarms in dwelling units shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a fuel-burning appliance is located within a bedroom or its attached closet or bathroom, a carbon monoxide alarm shall be installed within the bedroom.
- 705.3. Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide and smoke alarms shall be listed in accordance with UL 2034 and UL 217.

CHAPTER -----

REGISTRATION AND INSPECTION OF RENTAL COMPLEXES

ARTICLE I. IN GENERAL

Sec. ** -1. Definitions.

The following definitions shall apply to this chapter:

Access street. A public street either within or bounding an apartment project which serves an apartment project and other property outside the project.

Apartment building. A structure containing four (4) or more dwelling units with common walls, including units that are located one over the other.

Apartment Complex. One (1) or more adjacent apartment buildings which are under common ownership and management.

Apartment project. An apartment development or plan which is submitted and approved by a single permit and which is laid out on contiguous or adjacent land which is owned in fee by the developer.

Interior street. Public streets dedicated by the developer of an apartment project. Said streets shall not exceed six hundred (600) feet in length and shall be designed to serve a limited area within such project and not properties outside the apartment project.

Driveway. A private access to parking spaces within the apartment project or subdivision.

Dwelling Unit. A single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Landlord. The owner, operator, lessor, management company, managing agent, or on-site manager of an apartment complex.

Sec. ** -20. - Purpose and intent.

The purpose of these regulations is to ensure safe, sanitary, and suitable living environments to protect and secure the public health, safety, and welfare of the citizens of the city.

Sec. ** -21. Applicability and administration.

(a) This article shall apply to apartment complexes with four (4) or more dwelling units.

(b) The Director of Building & Code or a designee shall be responsible for administering and enforcing the provisions of this article.

Sec. ** -23. Registration required.

(a) The landlord of an apartment complex shall register annually by January 1 of each calendar year.

(b) A registration is valid for one calendar year unless the ownership of the complex changes.

(c) If a change in ownership of the complex occurs, the landlord of the complex shall have thirty (30) days from the date of change of ownership to file a new registration.

(d) The registration shall be on a form prescribed by the City of Freeport and shall contain the following information about the complex:

- (1) The trade name, physical address, business mailing address and total number of units;
- (2) The names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any 24-hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent crime;
- (3) The names, addresses, and telephone numbers of the owner, property manager, resident manager, and registered agent;
- (4) The type of business entity that owns the complex;
- (5) The number and type of security systems and fire alarm systems maintained on the premises and the names and telephone numbers of the alarm companies which respond to alarms or relay alarms to emergency services.

(e) The landlord commits an offense if he or she operates an apartment complex which is not currently registered with the City of Freeport.

Sec. ** -24. - Apartment complex inspection fee.

(a) An apartment complex inspection fee of two dollars and fifty cents (\$2.50) per unit per month will be charged to each complex, and will be included with the monthly water utility bill for each complex.

(b) There is no additional inspection fee for first and second inspections.

(c) There shall be a re-inspection fee for third and subsequent inspections of the same violation.

Sec. ** -25. Inspections as of (*PROGRAM START DATE*) and prior to (*3-6 MONTHS AFTER START DATE*)

(a) To determine compliance with minimum building and property maintenance standards in accordance with the International Property Maintenance Code and other applicable adopted laws and codes and to determine compliance with this article, the City of Freeport may conduct:

- (1) Periodic inspections;
- (2) Follow-up inspections; and
- (3) Inspections based on indications of code violations, including complaints filed with the City of Freeport.

(b) All areas of an apartment complex shall be subject to periodic inspection by the City of Freeport.

(c) A report listing all vacant units must be provided to the City of Freeport by the 10th day of each month and upon request.

(d) The landlord that fails an inspection shall eliminate all violations identified at the time of the inspection. The landlord must allow follow-up inspections by the City of Freeport after a reasonable period of time to determine if the violations have been abated.

(e) If entry is refused, the City of Freeport is authorized to pursue recourse as provided by law, including all rights and authority granted under Article 18.05 of the Vernon's Ann. C.C.P.

Sec. ** -26. Inspections after (*3-6 MONTHS AFTER START DATE*).

(a) To determine compliance with minimum building and property maintenance standards in accordance with the International Property Maintenance Code and other applicable city codes and to determine compliance with this article, the City of Freeport may conduct:

- (1) Periodic inspections;
- (2) Follow-up inspections; and
- (3) Inspections based on indications of code violations, including complaints filed with the City of Freeport.

(b) All areas of an apartment complex shall be subject to periodic inspection by the City of Freeport.

(c) A report listing all vacant units must be provided to the City of Freeport by the 10th day of each month and upon request.

(d) Vacant units that have not been inspected within a six (6) month period or that have been damaged must be inspected by the City of Freeport prior to being occupied. If the City of Freeport does not respond to the request for a vacant unit inspection within four (4) business days, the unit may be rented.

(e) All units will be inspected upon immediate request by the City of Freeport if the City of Freeport is able to do so. The City of Freeport reserves the right to have up to seventy-two (72) hours to inspect the unit before move-in.

(f) The landlord that fails an inspection shall eliminate all violations identified at the time of the inspection. The landlord must allow follow-up inspections by the City of Freeport after a reasonable period of time to determine if the violations have been abated.

(g) If entry is refused, the City of Freeport is authorized to pursue recourse as provided by law, including all rights and authority granted under Article 18.05 of the Vernon's Ann. C.C.P.

Sec. ** -27. Operation of Apartment Complexes.

(a) All grounds and improvements shall be maintained in a reasonable state of repair. Electrical systems, water systems, sanitary sewer systems, streets, parking areas and buildings shall comply with applicable codes and be maintained in safe and sanitary conditions. Refuse collection sites shall be kept clean and sanitary; grass and shrubbery shall be mowed and trimmed; fences shall be kept in a sound state of repair; grading and drainage shall be well maintained; common facilities shall be operated in compliance with applicable ordinances; and the property shall be maintained reasonably free of litter and debris.

(b) The landlord shall be responsible for the operation and maintenance of the property, including:

- (1) Keeping the property in good repair and in a clean and sanitary condition;
- (2) Maintaining a site plan showing apartment building locations and numbers;
- (3) Requiring that licensed contractors be used for applicable repairs;
- (4) Notifying occupants of their responsibilities to:
 - a. Maintain their apartment s in good repair and in clean and sanitary conditions;
 - b. Abide by all other regulations, requirements and laws of the city and state.

Sec. ** -28. - One-year standards for Apartment Complexes.

All apartment complexes must comply with the standards in this section on or before (***ONE YEAR AFTER START DATE OF ORDINANCE***).

-
- (1) All staircases and handrails shall be constructed such that a four-inch spear shall not pass between the balusters.
 - (2) All units shall be sequentially numbered and the numbers shall be displayed in a manner that is clearly visible from the adjacent street.
 - (3) All water and sewer lines and connections must comply with city and state codes.
 - (4) Adequate security lighting shall be provided to illuminate common areas and parking.
 - (5) All electrical distributions and connections must comply with applicable city and state codes.

Sec. ** -29. - Five-year standards for Apartment Complexes.

All apartment complexes must comply with the standards in this section on or before (***FIVE YEARS AFTER START DATE OF ORDINANCE***).

;

- (1) Garbage dumpster(s) shall be provided by the apartment complex in the size and numbers appropriate for the number of units. The pad location and fencing for the dumpster area shall meet the city design criteria manual. Pickup service shall be provided no less than once weekly.
- (2) All apartment complexes must have a storm drainage system approved by the city engineer, unless the storm drainage system has previously been approved and is on file with the city. Apartment complexes without a previously approved drainage system shall submit for approval a drainage plan sealed by a professional engineer. Any required drainage improvements shall be complete and in place by (***ONE YEAR AFTER START DATE OF ORDINANCE***). .
- (3) The following street requirements must be provided:
 - a. "No parking" signs must be installed and maintained along the entrance road.
 - b. All internal streets/driveways shall:
 1. Be constructed of an all-weather surface;
 2. Be at least twenty (20) feet in width; and
 3. Provide designated no-parking fire lanes on each side.
 - c. Streetlights shall be provided along all internal streets/driveways at a minimum spacing of three hundred (300) feet between lights and at all street intersections.
 - d. Off-street parking areas. All parking areas must be of an all-weather surface.
- (4) A common walkway system or designated pedestrian walkway must be provided along or adjacent to all internal streets/driveways. The concrete sidewalk or specified striped walkway must be constructed of an all-weather surface and be approved by the Director of Building & Code.

-
- (5) If adjacent to a residence or within three hundred (300) feet of a major thoroughfare, a fence shall be installed around the outer perimeter of the apartment complex to visually screen the apartment complex from other properties or public rights-of-way. The fence shall be a minimum of six (6) feet high, and must be maintained in good repair as long as the apartment complex remains in operation. The fence must be constructed of wood, brick, split-face block, steel wire (cyclone) with slats, or any combination of these materials that creates an effective visual screen.
 - (6) Fire hydrants shall be provided and shall be so spaced that no portion of any apartment building is more than five hundred (500) feet from the nearest fire hydrant. All fire hydrants shall comply with city standards in accordance with one of the following designs:
 - a. Installation of a six-inch or larger diameter water main, complete with fire hydrants looped throughout the park, or as approved by the Fire Marshal, accompanied by individual service meters for each lot; or
 - b. Installation of a six-inch or larger diameter water main, complete with fire hydrants looped throughout the park, or as approved by the Fire Marshal, accompanied by a separate main of sufficient size to furnish adequate water supply for all proposed lots and metered by a master meter.

Sec. ** -30. Posting.

Each apartment unit described herein shall have prominently displayed in a conspicuous, publicly accessible area on the premises of the complex:

- (1) Signs posted by the owner or owners representative showing the names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during the 24-hour period.
- (2) A notice for reporting code violations to the city.

Sec. ** - . Appeals.**

- (a) Procedural requirements. The owner of a building or any other type of structure for occupancy, or his/her designated agent, may appeal a decision rendered by the inspector pursuant to this article to the building board of adjustment and appeals. Notice of the appeal shall be in writing and shall be filed within fifteen (15) days after the decision is rendered by the inspector. Notice of the appeal shall be filed with the community development director of the city.
- (b) Decisions. The building board of adjustment and appeals, when so appealed to and after a hearing, may vary the application of any provision of this article to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this article or public

interest, or when, in its opinion, the interpretation of the inspector should be modified or reversed.

1. The Board of Adjustments shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the Board of Adjustments shall also include the reason(s) for the decision. If a decision of the Board of Adjustments reverses or modifies a refusal, order, or disallowance of the inspector, or varies the application of any provision of this article, the inspector shall immediately take action in accordance with such decision.
2. Every decision of the Board of Adjustments shall be final, subject however to such remedy as any aggrieved party might have at law or in equity.

Sec. ** -32. Enforcement.

Nothing in this article prevents the city from pursuing civil and criminal remedies concurrently or availing itself of any other remedy allowed by law.



City Council Agenda Item #6.

Title: Consideration and possible action on the approval to waive permitting, building and inspection fees for residential reconstruction for 1219 W. 4th Street through the US Dept of Housing and Urban Development Program.

Date: January 8, 2024

From: Lance Petty, Interim City Manager

Staff Recommendation: Staff recommends item for approval to waive Permitting, building, and inspection fees for 1219 W. 4th Street

Item Summary: Ms. Hilda Reyes who resides at 1219 W. 4th Street., has been approved for assistance under the County's HOME Reconstruction/Rehabilitation Program. Ms. Reyes has contracted with Cyprus Point Construction to complete the home build. The existing home has been demolished. This is only to waive the fees for the reconstruction. Inspections will still be required through the building department.

Background Information: The US Department of Housing and Urban Development's HOME Reconstruction/Rehabilitation program assists low to moderate income families repair their homes or, in the case that rehab is not feasible, reconstruct a new dwelling. These are grant funds from HUD that the County manages and distributes to participating jurisdictions throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the city's housing stock from becoming more dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 10 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for a period of the lien.

Special Considerations: NA

Financial Impact: NA

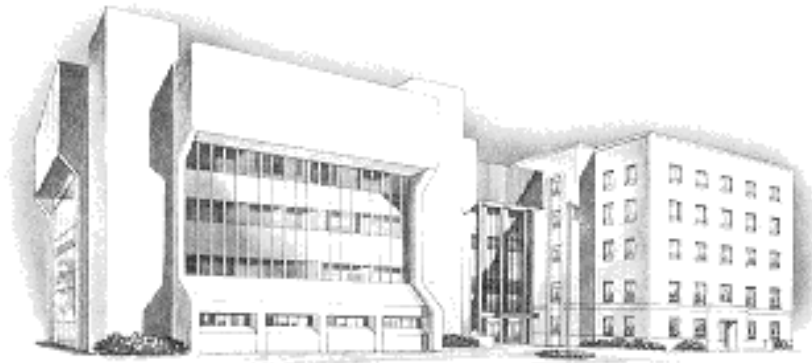
Board or 3rd Party Recommendation: Brazoria County Community Development Department

Supporting Documentation:

1. Permit Waiver - Freeport

DAPHNE LEMELLE
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR



MARI REYES
PROJECT COORDINATOR

KAREN LAND
FINANCIAL COORDINATOR

BRAZORIA COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

December 19, 2023

City of Freeport
200 W. Second Street
Freeport, TX 77541

Re: Reconstruction – 1219 W. 4th Street

To Whom It May Concern:

Please waive all permitting, building, and inspections fees for Residential Reconstruction for Hilda Reyes who resides at 1219 W. 4th St., and has been approved for assistance under the County's HOME Reconstruction/Rehabilitation Program. Ms. Reyes has contracted with Cyprus Point Construction to complete the home build. The existing home has already been demolished.

US Dept of Housing and Urban Development's HOME Reconstruction/ Rehabilitation program assists low to moderate income families repair their homes or, in the case that rehab is not feasible, reconstruct a new dwelling. These are grant funds from HUD that the County manages and distributes to participating jurisdictions throughout the County. This program not only helps the individual with a more suitable living environment, but also prevents the City's housing stock to become dilapidated, and in turn, promotes an increase in property values. The cost of the assistance is in the form of a deferred, forgivable loan which requires a lien to be placed on the property for a period of 10 years for rehabilitation, and 20 years for the reconstruction of the home. There is no mortgage payment required from the homeowner; however, they must maintain property taxes, insurance, and reside in the home for the period of the lien.

If you have any questions, please feel free to call me at (979) 864-1220.

Sincerely,

Jennifer L. Crainer

Jennifer L. Crainer
HOME Specialist

1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1427

Brazosport Area
(979) 388-1427

Houston Area
(281) 756-1427

Fax Number
(979) 864-1089