

City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C



Ashley Davis, District D
Keko Moore, At-Lg P1
Scott Salter, At-Lg P2

Alvin City Council Agenda

Thursday, October 2, 2025

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **OCTOBER 2, 2025**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. APD Chaplains Week — October 12–18, 2025.
- B. Proclamation — National Colonial Heritage Month.
- C. Human Resources Departmental Update.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the September 4, 2025, City Council Workshop minutes.
- B. Consider approval of the September 18, 2025, City Council meeting minutes.
- C. Consider an annual Interlocal Agreement with Brazoria County for Fiscal Year 2026 and authorize the Mayor to sign upon legal review.

6. OTHER BUSINESS

- A. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and/or review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. EXECUTIVE SESSION

- A. Section 551.87 (1) of the Local Government Code provides as follows: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

10. RECONVENE TO OPEN SESSION

- A. Consider a Business Incentive Request under a Chapter 380 Agreement with Jmolder Properties, LLC for improvements to the properties located at 412 and 414 West House Street in an amount not to exceed \$12,660.00; and authorize the City Manager to sign the Agreement.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY, September 29, 2025, at 3:30 p.m.**



/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**



Proclamation

WHEREAS, Since its establishment more than two decades ago, the Alvin Police Chaplain Program has faithfully served as a source of spiritual strength and reassurance, extending care and compassion to Alvin police officers, their families, and the community during times of need; and

WHEREAS, Chaplain Week serves as a time to acknowledge the selfless service of chaplains who stand beside law enforcement, delivering faith, guidance, and compassion to help officers and their loved ones endure the challenges of grief, trauma, and critical events; and

WHEREAS, As valued members of the Alvin Police Department's exceptional team, the Alvin Police Chaplains selflessly provide guidance, care, and support, embodying a commitment to service that makes a difference daily.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the week of October 12-18, 2025, as

Alvin Police Department Chaplain Week

in the City of Alvin and urge all residents to honor these devoted individuals with gratitude and keep them close in heart and prayer.

WITNESS my hand and seal this
2nd day of October 2025.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the Tejas Bluebonnet Trails Chapter, Clear Lake-Houston, of the National Society of Colonial Dames XVII Century is commemorating National Colonial Heritage Month during October 2025; and

WHEREAS, National Colonial Heritage Month honors the first intrepid settlers whose vision and determination helped shape the foundation of our nation; and

WHEREAS, members of this Society, as descendants of those early settlers, are dedicated to preserving the invaluable legacy they left to all Americans, reminding us that our freedom stems from “loving our country, obeying its laws, respecting its flag, and defending it against enemies”; and

WHEREAS, the Tejas Bluebonnet Trails Chapter embraces the motto, “Preservation of the Ancestors, Lest We Forget,” as a guiding principle in safeguarding the heritage and history of our nation.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim October, as

National Colonial Heritage Month

in the City of Alvin and encourage all residents to join in honoring and preserving the rich colonial history that helped shape the United States.

WITNESS my hand and seal this
2nd day of October 2025.

Gabe Adame, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, SEPTEMBER 4, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Satler, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Shana Church, Assistant City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Lisa Sullivan, Code Supervisor and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss the proposed Pulte Homes - Sorrell Tract (296-acre) development near SH288/FM1462.

City Manager Junru Roland reminded Council that representatives from Pulte Homes had presented at a workshop in January of this year. Consensus from City Council at the time was for Pulte Homes to update their proposal with Council's recommendations and return at a later date for discussion. He then introduced Richard Marek, a representative of the developer, along with the developer's attorney, Caleb Villareal. Mr. Marek opened his presentation by stating that the proposed development includes 740 lots, each measuring 50 by 120 feet. Mr. Marek explained they are asking the City to de-annex 272.5 acres of single-family residential property, while 23.5 acres of commercial property will remain within the City limits. The City will continue to collect property and sales taxes from the commercial property. BC MUD 62 will construct water and wastewater plants, which the City may assume as retail utility provider at any time, with conveyance of the plants to the City at no cost upon transfer. In addition, BC MUD 62 will escrow \$20 per month from residents for a future EMS/Fire station, Pulte will dedicate four acres to the City, and \$500,000 will be contributed to the escrow fund from the first five MUD bond issues. Until City EMS/Fire services are established, the MUD will contract with a local district for coverage. Mr. Marek further highlighted the amenities and home product options, including playgrounds, 1800–2300 square foot floor plans, full-brick and wainscot options.

The consensus of Council was that deannexation provides no benefit to the City. Council discussed the changes since the original 2008 agreement that may have contributed to the higher current cost of development, noting that the former racetrack property—once considered a future attraction—has since been purchased by Preservation Creek. Council Member Vela expressed concern about the quality of developments proposed around Alvin, noting that developers often present plans to Council but fail to follow through. Suzanne Hanneman explained that the acreage was annexed in 2009 under the existing agreement, which may be amended with Council approval if all parties agree and the changes are mutually beneficial.

Council Member Garivey expressed concern regarding the quality of Pulte Homes and reflected on his time serving on the Planning Commission, where development standards were established, and stated that developers have often fallen short of those expectations by delivering substandard products. The consensus of City Council was not favorable for this development as currently presented.

Discuss amendments to Chapter 17 1/2, Signs, regarding temporary signs.

As a result of Council member Davis's inquiry at previous workshops, Junru Roland, City Manager, Brandon Moody, Director of Public Works, and Lisa Sullivan, Code Supervisor met and developed a proposal of amendments to address her concerns related to temporary off-premises garage sale signs. Mr. Moody summarized the proposed amendments to include a permit process to allow for three (3) temporary garage sale signs. Approved signs can be placed no earlier than 5:00 a.m. on the first day and must be collected by 8:00 p.m. on the last day of the sale. Once an applicant has been through the approval process, the City will provide stickers that are to be placed on each individual sign indicating they have been approved. In an effort to avoid applicants reusing previously approved signs/stickers, it was proposed to rotate the color of the sticker each month. These signs will continue to be prohibited on utility poles. Council reached a general consensus in support of the proposed amendments. An ordinance will be brought forth for City Council consideration at the next meeting.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:40 p.m.

PASSED and APPROVED the 2nd of October 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, SEPTEMBER 18, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richrd Garivey, Keko Moore, Scott Salter, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Shana Church, Assistant City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Tina Rodriguez, Director of Human Resources, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Elder David Cisneros of Transformation Church gave the invocation. Council member Davis led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Presentation - Parks and Recreation Departmental Update

Dan Kelinske, Director of Parks and Recreation, delivered the annual Parks and Recreation Departmental presentation to City Council.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the September 4, 2025, City Council meeting minutes.

Consider Resolution 25-R-22, accepting a \$15,000.00 donation from the Southeast Texas Housing Finance Corporation (SETH) to the City of Alvin Police, Fire, and EMS Departments.

The Southeast Texas Housing Finance Corporation (SETH) is the owner of Stonegate Apartments, and is actively involved in helping the Alvin community. Stonegate is an apartment community located at 1277 Dickinson Road featuring a 160-unit affordable housing development that leases 75% of the units to families whose incomes are below 60% of the Area Mean Income (AMI), and the other 25% of the units are leased to market renters. SETH is donating \$5,000 each to the Alvin Police, Fire, and EMS Departments for a total donation to the City of \$15,000. This donation will be used for community outreach, recruiting, and the purchase of equipment. The City's donation policy requires donations to the City, valued at a sum of \$5,000 or greater, be accepted by Resolution of the City Council. Resolution 25-R-22 is the formal acceptance of this donation. Staff recommends approval.

Consider an Interlocal Agreement between the City of Alvin and the City of Hillcrest Village for the provision of fire protection and emergency medical services, for a term beginning October 1, 2025, and ending September 30, 2028; and authorizing the City Manager to sign the Agreement.

In 2010, the City of Alvin and the City of Hillcrest Village entered into an interlocal agreement. Under the agreement, the Alvin Volunteer Fire Department and Emergency Medical Services provide firefighting operations and emergency medical services, respectively, to the citizens of Hillcrest Village. In response, the City of Hillcrest Village is required to compensate the City \$40,000 annually.

At the beginning of the year, the City Manager and staff met with the Mayor and administration staff of Hillcrest Village to discuss increasing the annual compensation to the City of Alvin. As part of the analysis of the annual payment, we evaluated: the increase in the City of Hillcrest Village's property values, the current tax rate of the Brazoria County Emergency Service District (ESD) --

should Hillcrest Village have elected to terminate the current contract with the City to levy a tax on its residences and receive services from the ESD -- and the increase in the City's cost to provide services to Hillcrest Village. Taking all of this together, the following annual payment structure was agreed to by staff and the City of Hillcrest Village:
Hillcrest Village will compensate the City of Alvin in the following amounts:

- \$48,630.00 in 2025 (payment due by December 31, 2025)
- \$55,260.00 in 2026 (payment due by December 31, 2026)
- \$61,890.00 in 2027 (payment due by December 31, 2027)

Term:

The agreement is effective October 1, 2025, through September 30, 2028, unless terminated earlier by either party with ninety (90) days' written notice. City of Hillcrest Village has already signed and approved this Agreement. Staff recommends approval.

Consider Ordinance 25-Y, amending Chapter 17.5, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Chapter 17.5–2, Definitions, amending Section 17.5–5, Exceptions and Exemptions, and amending Section 17.5–18, Fees, to provide a permit process for temporary signs for garage sales; providing for publication; providing for severability; and setting forth other provisions related thereto.

During the City Council Workshop on August 12, 2025, Councilmember Davis shared concerns from her constituents pertaining to the City's Ordinance not allowing temporary off-premises garage or estate sale signs. Following the Workshop, City staff met with Councilmember Davis to discuss options for ordinance revisions that would provide a permit process for a maximum of (3) three temporary off-premise garage or estate sale signs per individual event. The proposed revisions include:

- Changed "Enforcement" to "Compliance" throughout.
- 17.5 - 2. Definitions — Added a definition of "Estate Sale."
- 17.5 - 5. Exceptions and exemptions (7) – Inserted requirements for Temporary Off-Premises Garage/Estate Sale Signs.
- 17.5 - 18. Fees (a) – Added "garage sales, estate sales"

Staff's recommendations were presented to City Council at the September 4, 2025, Workshop.

Consider Resolution 25-R-24, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto.

Due to recent events and at the direction of City Council, staff is recommending amendments to the City's Personnel Policy. To provide clarity and efficiency, all proposed changes have been consolidated into Resolution 25-R-24 for Council consideration.

Amendment 1 – Rule 19.I. (FLSA, OVERTIME, COMP TIME AND TIME MANAGEMENT)

We recommend revising Rule 19.I. to include compensatory time as hours worked when determining eligibility for overtime pay. This adjustment aligns the City's personnel policy with provisions in the collective bargaining agreement with the Alvin Police Officers Association (APOA).

Amendment 2 – Rules 50.E. and 50.F. (Identification Badges)

Following a recent incident involving the replication of a City-issued identification badge, staff identified the need for a clear security policy. We are recommending the addition of Rules 50.E. and 50.F. to establish safeguards against duplication, replication, or misuse of City identification badges.

Amendment 3 – Rules 64.B., 64.C., 64.D., and New Rule 65.K. (Conduct While in Uniform)

At the direction of Council, staff reviewed the Personnel Policy regarding employee conduct while in City attire. To maintain professionalism and uphold the City's image, staff proposes amending the policy to clarify prohibited actions "while in uniform" as amended in Rules 65.B., 65.C., and 65.D. Additionally, staff recommends amending the policy to list other prohibited behavior while in city uniform or attire (Rule 65.K.).

Recommendation

Staff respectfully recommends approval of Resolution 25-R-24, amending the Personnel Policy as outlined.

Consider Resolution 25-R-23, adopting the City of Alvin Investment Policy for the investment of municipal funds; and setting forth other matters related thereto.

Pursuant to Section 2256.005(e) of the Texas Government Code, part of the Texas Public Funds Investment Act (PFIA), the governing body of an investing entity shall review its investment policy and strategies not less than annually. Staff is not recommending any changes to the current investment policy. Even if there are no changes to the policy, the governing body must still review and confirm by written instrument that the policy has been reviewed and accepted for the following year.

Council member Vela moved to approve the consent agenda as presented. Seconded by Council member Moore; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

Consider a request from the owner of The Fillin' Station located at 603 West Sealy Street, for a variance from the location restrictions in Section 3-19 of the Alvin Code of Ordinances related to the sale of alcoholic beverages.

Mr. Corey Scopel, owner of The Fillin' Station, a restaurant located at 603 West Sealy Street, is requesting a variance from the City's alcohol location restriction in order to apply for a Food and Beverage (FB) / Mixed Beverage (MB) license with the Texas Alcoholic Beverage Commission (TABC). Because the premises are located within 300 feet of nearby residences, City Council approval of a variance is needed before he can move forward with his application. Section 3-19 of the City of Alvin Code of Ordinances establishes restrictions on the sale of alcoholic beverages within 300 feet of a church, public or private school, public hospital, or residence. While the ordinance provides certain exceptions for restaurants with a Food and Beverage Certificate in relation to churches, private schools, and hospitals, the restriction for residences does not contain such an exception. Although the property is also within 300 feet of a church, this restriction does not apply since The Fillin' Station is a restaurant and would otherwise qualify for a Food and Beverage Certificate. Per Section 3-19(f), City Council may grant a variance to these restrictions if it determines that enforcement in this particular instance:

- *Is not in the best interest of the public;*
- *Constitutes waste or inefficient use of land or resources;*
- *Creates an undue hardship on the applicant;*
- *Does not serve its intended purpose;*
- *Is not effective or necessary; or*
- *For any other reason Council determines, after considering public health, safety, welfare, and the equities of the situation, that granting the variance is in the best interest of the community.*

City Council is asked to consider and take action on the variance request by Mr. Scopel to allow the sale of alcoholic beverages under a FB/MB license from the TABC at The Fillin' Station, located at 603 West Sealy Street, as a variance to the location restrictions in Section 3-19 of the City of Alvin Code of Ordinances regarding the 300-foot distance from a residence.

Dixie Roberts, Assistant City Manager, presented this item before City Council with explanation. Owner, Corey Scopel, was in attendance. Discussion addressed the proximity of the Fillin' Station to nearby residences, with debate centered on the value of a business reinvesting in Alvin versus the concerns of operating a restaurant serving alcohol in close proximity to homes.

Council member Vela moved to approve a request from the owner of The Fillin' Station located at 603 West Sealy Street, for a variance from the location restrictions in Section 3-19 of the Alvin Code of Ordinances related to the sale of alcoholic beverages. Seconded by Council member Salter; motion carried with all members present voting Aye, and Council member Vaughn voting No.

Consider Ordinance 25-Z, amending Chapter 26, Wreckers, of the Code of Ordinances of the City of Alvin, Texas; providing for severability; providing for a penalty; providing for publication; providing for an effective date; and setting for other matters related thereto.

Ordinance 25-R, amending Chapter 26, Wreckers, cleans up language throughout the chapter and specifically addresses the issue of too many wreckers on the police rotation list. Section 26-31, Towing company rotation list, sets a limitation on the number of slots available on the rotation list and conditions for being eligible to have one of the slots. Current companies on the rotation list as of September 1, 2025, that meet the new qualification, may reapply for a permit and will receive one (1) rotation slot. Future companies will not be allowed a slot on the rotation list unless the list falls to four (4), in which case applications will be taken on a first-come, first-served basis and the first to apply for a new permit who meets all requirements will be allowed to claim a rotation slot. The rotation list will be limited to a maximum of five (5) companies from that point forward. A meeting was on September 5, 2025, with the current rotation list of wrecker owners to inform them of these changes to the ordinance. Staff recommends approval of Ordinance 25-R.

Chief Lee and Corporal Cleere, presented this item before City Council with explanation.

Council member Garivey moved to approve Ordinance 25-R, amending Chapter 26, Wreckers, of the Code of Ordinances of the City of Alvin, Texas; providing for severability; providing for a penalty; providing for

publication; providing for an effective date; and setting for other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Discussion regarding a request from R. West Development to de-annex 3.14 acres along the north side of West Highway 6, between County Road 146 and County Road 147, for the development of a single family residential subdivision.

R. West Development is planning to develop 196 single-family residential subdivision along Hwy 6 – between CR 146 and CR 147. Rene McGuire with R. West Development requests to de-annex 3.14 acres along the north side of W. Highway 6 so that her proposed 50-acre residential development, Boulder Ridge Crossing, can be served water and sewer by existing MUD 24. This proposed development is a total of 50 acres which will contain 196 single-family lots. Inclusive of the 50 acres are 3.14 acres currently in the City limits. 19 of the 196 total lots are planned on the 3.14 acres. A Wastewater Improvement Study was previously done by Freese & Nichols and outlines the projects that the city would be required to complete in order to provide wastewater capacity to service the 50+ acres. In essence, in order for the city to serve the development, the Lift Station 23 Expansion Project would have to be complete. We have just started construction on this 18-month project. In addition, the Highway 6 Lift Station Consolidation projects - Phases 1 and 2 as identified in the 2022 Wastewater Master Plan Update would need to be complete. The Highway 6 Lift Station Consolidation Projects Phases 1 and 2 are currently scheduled in the 2022 Wastewater Master Plan to be complete in 2027 and 2032, respectively, and are not funded to date. The estimated cost of the Highway 6 Lift Station Consolidation Projects Phases 1 and 2, including the increased capacity required to serve Boulder Ridge is \$12,652,820.

Michelle Segovia, City Engineer, presented this item before City Council with explanation. Justin Barnett, representative of the developer, was also in attendance. Ms. Segovia explained that the area in question cannot currently be served by the City of Alvin for wastewater services. A feasibility study conducted by Freese and Nichols estimated the cost at \$12.6 million for three separate projects, none of which are funded or scheduled for completion until 2032. Mr. Barnett emphasized the importance of finding a solution to sustain the City's partnership with the developer, noting that completion of the 196 lots depends on the availability of wastewater services. Mr. Barnett noted that the development includes future plans to purchase additional property and expand within Alvin. Council further discussed potential options, including utilizing Municipal Utility District 24. Creating another MUD within City limits was deemed not cost-effective. Mr. Barnett explained it would cost the developer \$3 million to construct a standalone wastewater treatment plant. The item on the agenda this evening is for discussion purposes only.

Consider an award of bid to Tandem Services, LLC., for the 2024 Concrete Pavement and Drainage Project for Hood Street, in an amount not to exceed \$8,085,191, and authorize the City Manager to sign the contract upon legal review.

On September 2, 2025, bids were opened for the 2024 Concrete Pavement and Drainage Project- Hood Street (B-25-10), and Tandem Services, LLC was the qualified bidder. Adico Consulting Engineers, LLC., the City's consultant that designed the project, and City Staff reviewed the three bids that were received and have recommended Tandem Services, LLC. for this project (recommendation letter attached). Tandem Services, LLC. has done work for the City in the past and Staff was pleased with the work performed.

Contract Amount:	\$7,700,181.81
5% Contingency:	\$ 385,009.19
Total Amount:	\$8,085,191.00

The 2024 Concrete Pavement and Drainage Project – Hood Street consists of the total replacement of the concrete pavement, sidewalks, water, sanitary sewer and associated storm sewer improvements on Hood Street from W. Sealy Street to W. South Street. These improvements were based on recommendations in the 2020 Concrete Pavement Assessment by JET Civil Consulting, LLC. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council on August 7, 2025. The project is scheduled to start in October 2025 and has a construction time of 540 calendar days. Funding for this project is from the Sales Tax Fund. Staff recommends approval.

Michelle Segovia, City Engineer, presented this item before City Council with explanation. She explained it will be a 540 calendar-day project improving the entire roadway, utilities, and sidewalks, possibly starting next month.

Council member Moore moved to award a bid to Tandem Services, LLC., for the 2024 Concrete Pavement and Drainage Project for Hood Street, in an amount not to exceed \$8,085,191, and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider an agreement from PACS Construction Laboratories and Testing Services, LLC. in an amount not to exceed \$102,775 for materials testing services for the 2024 Concrete Pavement and Drainage Project – Hood Street; and authorize the City Manager to sign the Agreement upon legal review.

The Agreement being considered will provide construction materials testing services for the 2024 Concrete Pavement and Drainage Project – Hood Street. Funding will come from the Sales Tax Fund. Staff recommends approval of this Agreement.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Garivey moved to approve an agreement with PACS Construction Laboratories and Testing Services, LLC. in an amount not to exceed \$102,775 for materials testing services for the 2024 Concrete Pavement and Drainage Project – Hood Street; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider the proposed Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA).

The current Contract was approved by City Council on August 4, 2022, and expires September 30, 2025. In February 2025, the City and the Association began negotiations for the new contract terms. The parties were able to reach a ONE-YEAR agreement. The highlights of the negotiation terms include, but are not limited to, the following:

- *1 Year contract term. The new contract will be effective 10/1/2025 through 9/30/2026, with two (2) years of "evergreen," with final termination 9/30/2028.*
- *Changes to the Base Pay Matrix (attached to the Agreement as Exhibit A), to include the following increases:*
 - *a \$4.00 per hour increase in base wages to the Police Officer paygrade.*
 - *a \$4.00 per hour increase in base wages to the Corporal/Detective/Specialist paygrade*
 - *a \$4.00 per hour increase in base wages to the Sergeant paygrade*
 - *a \$4.00 per hour increase in base wages to the Lieutenant paygrade*
 - *a \$4.00 per hour increase in base wages to the Captain paygrade*

The APOA approved the proposed terms for the Collective Bargaining Agreement at their last meeting. Staff recommends approval of the Collective Bargaining Agreement.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Justin Kelly, President of the Alvin Police Officer's Association, was also in attendance.

Council member Garivey moved to approve the Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA). Seconded by Council member Salter; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member Vela would like a workshop to discuss a finance policy related to reserve contingencies. Council member Vaughn would also like a workshop to discuss food trucks.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council Member Moore thanked the Alvin Volunteer Fire Department for their assistance with a recent fire at his father-in-law's home, commending their service and efficiency. He gave special recognition to Firefighter Donalon, who entered the home three times to rescue his father-in-law's dogs.

Council member Davis mentioned the Hispanic Heritage Fiesta at the Museum on Saturday at 10:00 a.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:01 p.m.

PASSED and APPROVED the 2nd of October 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/2/2025

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an annual Interlocal Agreement with Brazoria County for Fiscal Year 2026 and authorize the Mayor to sign upon legal review.

Type of Item: Contract/Agreement

Summary: The proposed annual Interlocal Agreement with Brazoria County allows the County to provide the City of Alvin with equipment and personnel to support construction, improvement, maintenance, and repair projects within the City limits. Other services offered by Brazoria County under the agreement include: subgrade and base preparation, asphalt paving, culvert and ditch work, herbicide application, road painting and striping, installation of permanent traffic signs, and other routine road maintenance. The City of Alvin first entered into this partnership with Brazoria County in 1991 and has continued to benefit from the program since.

This Interlocal Agreement has already been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta. Staff recommends approval.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____ Amount: _____	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>9/29/2025 SLH</u>
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: _____

Supporting documents attached:

1. FY 26 Brazoria County Interlocal

Recommendation: Move to approve an annual Interlocal Agreement with Brazoria County for Fiscal Year 2026 and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable:
Reviewed by City Attorney, if applicable:

Reviewed by Chief Financial Officer, if applicable:
Reviewed by City Manager, if applicable:

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2025, to September 30, 2026. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ALVIN, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be a benefit

to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

CITY OF _____

Signed by:
L. M. "Matt" Sebesta, Jr.
By: C007E899647619 L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

ATTEST:

CITY SECRETARY



AGENDA COMMENTARY

Meeting Date: 10/2/2025

Department: Economic Development

Contact: Paul Chavez, Economic Development Director

Agenda Item: Consider a Business Incentive Request under a Chapter 380 Agreement with Jmolder Properties, LLC for improvements to the properties located at 412 and 414 West House Street in an amount not to exceed \$12,660.00; and authorize the City Manager to sign the Agreement.

Type of Item: Action Item

Summary: The Alvin EDAC received a presentation from Jonathan Molder of Jmolder Properties, LLC for the co-joined property located at 412 and 414 West House Street. Mr. Molder is in the process of improving this site to be used for new office space. EDAC unanimously approved the request.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Budgeted Item: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Funding Account: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: _____
	Date Completed: _____

Supporting documents attached:

- 380 Agreement - City Council Agenda

Recommendation: Move to approve a Business Incentive Request under a Chapter 380 Agreement with Jmolder Properties, LLC for improvements to the properties located at 412 and 414 West House Street in an amount not to exceed \$12,660.00; and authorize the City Manager to sign the Agreement.

Reviewed by Department Head, if applicable:
Reviewed by City Attorney, if applicable:

Reviewed by Chief Financial Officer, if applicable:
Reviewed by City Manager, if applicable:

CHAPTER 380 AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alvin, a Texas home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and Jmolder Properties, LLC (hereinafter “Jmolder Properties, LLC” or the “Company”), with its principal place of business located at 5650 County Road 392, Alvin, Brazoria County, Texas, 77511.

WITNESSETH:

WHEREAS, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time, as are permitted by law, to promote local economic development, to attract industry, to create and retain primary jobs, to expand the growth of the City, to stimulate business and commercial activity in the City, and to thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company owns the building located at 412 and 414 West House Street in Alvin, Texas, and wishes to make improvements as outlined in **Attachment A** of this Agreement; and

WHEREAS, the City agrees to incentivize the Company to renovate and lease the site for either commercial or retail use; and

WHEREAS, the Company has agreed, in exchange and as consideration for the incentives, to satisfy and comply with certain terms and conditions of this Agreement; and

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of office spaces within the downtown Alvin district.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:

I. Company Obligations and Benchmarks

Jmolder Properties, LLC, agrees to the following performance benchmarks as conditions precedent to the payment of the Business Incentive.

1. Job creation. Jmolder Properties, LLC, shall be required to create five (5) full-time equivalent jobs within the City of Alvin on or before May 1, 2026. Jmolder Properties,

LLC, will be required to maintain at least five (5) full-time equivalent jobs for two (2) years after the Effective Date of this Agreement.

2. Project completion. Jmolder Properties, LLC, shall be required to complete the construction of and show proof of passed City inspections of items noted on the first page of Attachment A, on or before December 1, 2025.

3. Compliance and reporting.

a. Regular Reporting. Jmolder Properties, LLC, shall submit regular quarterly reports to the City detailing job numbers, and other relevant metrics to the City upon request. The City reserves the right to audit Jmolder Properties, LLC's records related to this Agreement for up to two (2) years after the Effective Date of this Agreement.

b. Compliance with City Ordinances. This Agreement requires adherence to all applicable City ordinances and state laws.

4. These benchmarks are intended to measure the economic benefit the City of Alvin receives in exchange for the payment of business incentive.

II. City Obligations/Incentive

1. Upon completion of the items in Section I above, and upon passing of all required City inspections, the City agrees to remit payment of \$12,660.00 to the Company.

2. The reimbursement payments shall be sourced directly from the City's Business Incentives Account .

III. Term and Termination

1. This Agreement shall be effective as of the date of its execution as set forth below (the "Effective Date") and shall terminate at the earliest of the following conditions:

a. Two (2) years from this Agreement's Effective Date; or

b. When the total reimbursement to Jmolder Properties, LLC, totals \$12,660.00.

2. In the event of a material breach of this Agreement by their party, the non-breaching party may pursue appropriate remedies as outlined in the Texas Local Government Code or other applicable laws.

IV. Notices

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such

notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: The City of Alvin
Alvin City Hall
216 West Sealy
Alvin, Texas 77511

Attention: Economic Development Director

If to Company: Jmolder Properties, LLC
5650 County Road 392
Alvin, Texas 77511

Attention: Jonathon Scott Molder

V. General Terms

1. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

2. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council.

3. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be reasonably withheld or delayed. Notwithstanding anything to the contrary, Company may assign all or part of its rights or obligations without the prior consent of the City to a third-party lender advancing funds for the acquisition, construction, or operation of the Business.

5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

JMOLDER PROPERTIES, LLC

By: _____
Jonathon Scott Molder
Owner


ATTEST:

By: _____

ACKNOWLEDGMENT

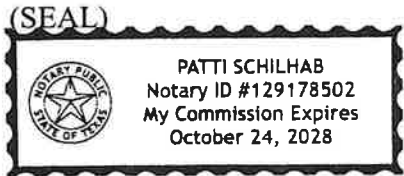
THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 25 day of Sept.
2025, by Gabe Adame of the City of Alvin, Texas, for and on behalf of said City.



Notary Public in and for the State of Texas

My Commission Expires: Oct. 24, 2028



ACKNOWLEDGMENT

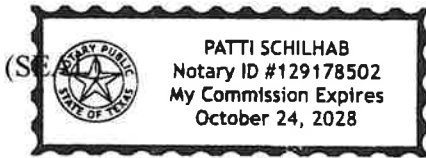
THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 25 day of Sept.
2025, by Jonathon Scott Molder, for and on behalf of Jmolder Properties, LLC.



Notary Public in and for the State of Texas

My Commission Expires: Oct. 24, 2028



414 & 412 W House St Alvin, Texas

The breakdown:

414 Electrical: \$3,900

414 ADA Compliance: \$1,830

414 HVAC: \$6,493

414 Flooring: \$4,000

414 Front Landscaping: \$437

414 Interior Painting: \$300

412 Flooring, Paint, Plumbing Work: \$17,500

Total: \$34,460

Ask: \$12,660

Hello! I am purchasing a commercial duplex property in Alvin off House St and will be leasing the building to local Alvin businesses. The building on the left (414) has been vacant for 20+ years, and I will be doing some major upgrades to it including HVAC, reconnecting utilities, ADA compliance, and front landscaping totaling \$12,660. This is not including cosmetic updates I will be doing like flooring and paint which will cost around \$4,300. 20+ years ago the building was owned by an insurance company which ran their office out of it. It currently has no certificate of occupancy but after the updates I will go through the city inspector and get the certification. Once leased out, I will expect at least 4-5 above average wage jobs created. In the building next to it, the tenant will be putting in around \$17,500 worth of cosmetics updates to be reimbursed by myself (which I will not be including this in the ask since it will likely not qualify).

I have attached quotes from contractors to the email. When the property gets leased out it will include a clause related to workforce creation and wages in the lease. I have also attached a sample lease agreement to the email.

My Business

I opened JMolderProperties LLC weeks before the purchase of 412 & 414 W House St in Alvin. The plan for my business is to purchase commercial properties in the Alvin area that may be run-down or unused for some time and bring them back to life to lease out to local owned businesses. I have attached my Official Business Certificate of Filing to the email.







Office of the Secretary of State

June 11, 2025

Attn: Legalzoom.com, Inc.

LegalZoom.com, Inc.
11501 Domain Dr, Suite 200
Austin, TX 78758 USA

RE: JmolderProperties LLC
File Number: 806075205

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

JmolderProperties LLC
File Number: 806075205

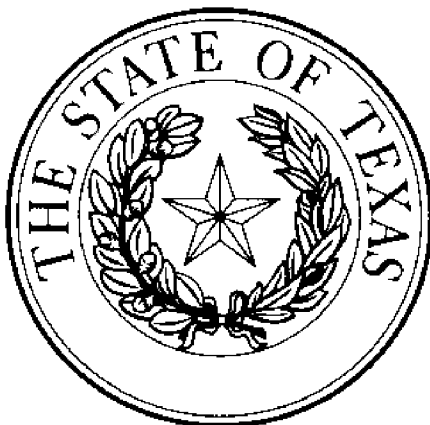
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/10/2025

Effective: 06/10/2025



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 806075205 06/10/2025
Document #: 1488495560002
Image Generated Electronically
for Web Filing**

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

JmolderProperties LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Jonathon Scott Molder

C. The business address of the registered agent and the registered office address is:

Street Address:

5650 County Road 392 Alvin TX 77511

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Jonathon Scott Molder**

Title: **Managing Member**

Address: **5650 County Road 392 Alvin TX, USA 77511**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**5650 County Road 392
Alvin, TX 77511
USA**

Organizer

The name and address of the organizer are set forth below.

Jonathon Scott Molder 5650 County Road 392 Alvin TX 77511 USA

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jonathon Scott Molder

Signature of Organizer

FILING OFFICE COPY

ESTIMATE

All Electric and Air Conditioning
732 Apache st
Houston, TX 77022

saeedmollai@yahoo.com
+1 (832) 566-5527



TECL24945 ME17656 TACLA6309C

Bill to

Jonathon Molder
Jonathon Molder
414 W house st.
Alvin, Tx 77511

Ship to

Jonathon Molder
Jonathon Molder
414 W house st.
Alvin, Tx 77511

Estimate details

Estimate no.: 3333
Estimate date: 07/07/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Material and labor	Carrier - 3ton - 15Seer2 AC and Heating System - Condenser - Heat Kit - Air Handler - Coil - Drain Pan - Float Switch - Whip - Disconnect - Wi-Fi Thermostat - 454B - Haul Off Old Equipment - Reseal Plenum	1	\$6,493.00	\$6,493.00
2.		Warranty	10 year manufacture part warranty 18 month maintenance warranty	1	\$0.00	\$0.00
Total						\$6,493.00

Accepted date

Accepted by



How doers
get more done.

140 N BYPASS 35 MANAGER CHUCK EARP
ALVIN, TX 77511 (281)585-6164

6539 00005 84987 08/18/25 05:27 PM
SALE SELF CHECKOUT

095101530235 36X80 LH EXT <A> 239.00
36X80 LH ELEMENT PREM 6PNL PH NBM
050134007758 HTFD SN SCDB <A> 26.47
DEFIANT HARTFORD SN COMBO W SCDB

SUBTOTAL 265.47
SALES TAX 21.90
TOTAL \$287.37

XXXXXXXXXXXX1117 DEBIT

USD\$ 287.37

AUTH CODE 001318

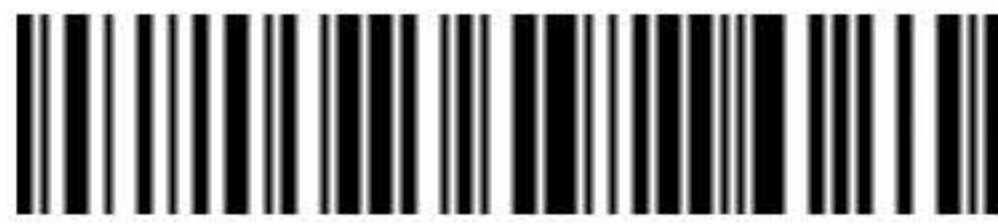
Contactless

Verified By PIN

AID A0000000042203

US Debit

6539 08/18/25 05:27 PM



6539 05 84987 08/18/2025 8203

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	90	11/16/2025



Print



Salazar Remodeling & Property Management Services

7453 County Road 98 • Alvin, TX 77511 • Phone: 8324185869

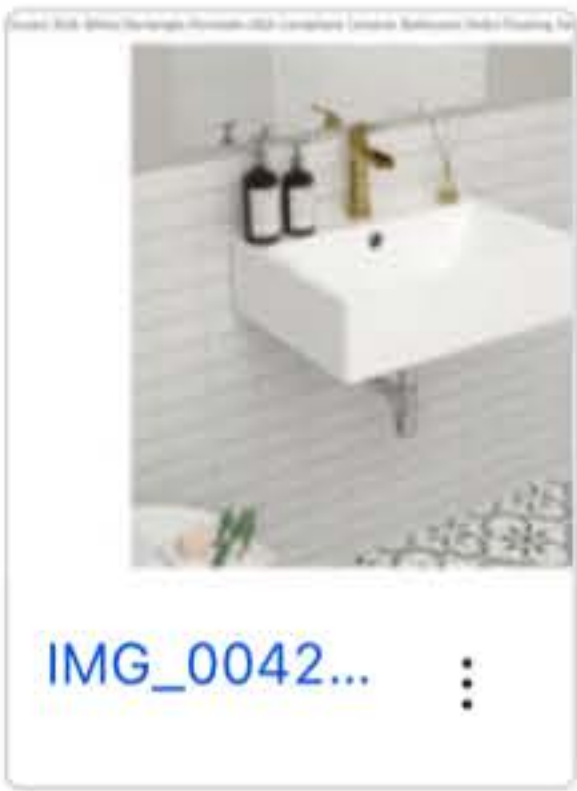
Jonathon Molder
Cell: +18326965077

Job Address:
412 W House St
Alvin, TX 77511

Print Date: 6-11-2025

Proposal for Office/House

Attachments



Items	Description	Qty/Unit	Unit Price	Price
Wall move 5100 - Drywall	Move wall to bathroom entry to create a 60" opening inside the bathroom. Enclose passage from hallway to rear waiting area for wall move. Install drywall and texture and paint to match existing walls.	1	\$900.00	\$900.00
Bath door 5250 - Interior trim labor	Install 36" interior flush finish door with casing and ADA compliant lock set.	1	\$400.00	\$400.00
Vanity sink 5710 - Plumbing -final	Remove and replace vanity sink with ADA compliant sink and faucet	1	\$350.00	\$350.00
Grab bars 5610 - Hardware	Install ADA compliant grab bars in bathroom for toilet.	1	\$180.00	\$180.00

Total Cost: \$1,065.00

Pending as of Jun 11, 2025 by Alex Salazar

Reason for Action

Empty text box for Reason for Action





COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

412 W HOUSE ST

CONCERNING THE LEASED PREMISES AT **Alvin, TX 77511**

between **JMolderProperties, LLC** (Landlord)
and _____ (Tenant).

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No.	Paragraph Description	Pg.	ADDENDA & EXHIBITS (check all that apply)
1.	Parties	2	<input checked="" type="checkbox"/> Exhibit A
2.	Leased Premises	2	<input type="checkbox"/> Exhibit _____
3.	Term	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses	3	<input type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance	7	<input type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs	8	<input type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access By Landlord	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition	9	<input type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs	9	<input type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations	11	<input checked="" type="checkbox"/> Commercial Lease and Inventory Form
17.	Liens	11	<input type="checkbox"/> _____
18.	Liability	11	<input type="checkbox"/> _____
19.	Indemnity	11	<input type="checkbox"/> _____
20.	Default	11	<input type="checkbox"/> _____
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38.	License Holder Disclosure	17	

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____ Page 1 of 18



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2020

1. PARTIES: The parties to this lease are:

Landlord: **JMolderProperties, LLC**
_____; and
Tenant: _____

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number _____ containing approximately _____ square feet of rentable area ("rsf") in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

(2) **Single-Tenant Property:** The real property containing approximately **1400** square feet of rentable area ("rsf") at: **412 W HOUSE ST** (address) in **Alvin** (city), **Brazoria** (county), Texas, which is legally described on attached Exhibit _____ or as follows:

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is **18** months and **0** days, commencing on: **or before 09/15/2025** (Commencement Date) and ending on **or after 03/14/2027** (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the N/A day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit "A" or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before September 15, 2025

Amount to be collected: \$2240 (first full month to be applied to Month 3) and \$840 (NNN to be applied to Month 1) = \$3080.00

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: JMolderProperties, LLC
Address: 5650 County Road 392
Alvin, Tx 77511

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 45.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

- J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.

- (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) *"Tenant's pro rata share"* is 50.000 %.
- (b) *"CAM"* means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) *"Insurance"* means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) *"Taxes"* means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

(e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

(f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3) Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

(a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM; structural; and _____.

(b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: taxes; insurance; CAM; structural; roof replacement; and _____.

(c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; roof replacement; and **Upon tenant's request, Landlord to provide paid tax receipt or similar. If applicable, any adjustments to be made in accordance with (5) Reconciliation, see below.**

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 1400 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.60 / rsf / month	7.25 / rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 2,100.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
 - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
 - (a) \$1,000,000; or
 - (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.
 - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
 - (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
 - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: FOCUS PSYCHIATRY-DOCTOR'S OFFICE

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: 8AM-5PM, MONDAY-FRIDAY

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 45 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Electrical systems, mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(15) HVAC system replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Fascia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates ON 412.W.HOUSE SIDE ONLY.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) Storage yards and storage buildings IF USED.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) Replace AC filters every 3 months	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(23)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
~~Tenant to provide landlord 2 copies of keys, if changed- 1 for landlord, 1 for fire dept blackbox~~
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

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any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____ Cooperating Broker: _____
Agent: _____ Agent: _____
Address: _____ Address: _____
Phone & Fax: _____ Phone & Fax: _____
E-mail: _____ E-mail: _____
License No.: _____ License No.: _____

Principal Broker: (Check only one box)
[] represents Landlord only.
[] represents Tenant only.
[] is an intermediary between Landlord and Tenant.
Cooperating Broker represents Tenant.

B. Fees:

[] (1) Principal Broker's fee will be paid according to: (Check only one box).
[] (a) a separate written commission agreement between Principal Broker and:
[] Landlord [] Tenant.
[] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
[] (2) Cooperating Broker's fee will be paid according to: (Check only one box).
[] (a) a separate written commission agreement between Cooperating Broker and:
[] Principal Broker [] Landlord [] Tenant.
[] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: JMolderProperties, LLC,
Address: 5650 County Road 392, Alvin, Tx 77511
Attention: Jonathon Molder
Fax: _____

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Landlord also consents to receive notices by e-mail at: jonathon.molder01@gmail.com

Tenant at the leased premises,

and to: _____
Address: _____
Attention: _____
Fax: _____

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

- 1) Landlord will reimburse tenant the security deposit (also known as last month's rent) of \$2100 within 15 days after termination of lease provided no damage to premises has occurred (Commercial Lease & Inventory Form to be provided by Landlord. Tenant to complete form and turn back into Landlord within 5 days after commencement of lease)
- 2) Landlord agrees to allow tenant to make upgrades/updates to office space. Landlord agrees to reimburse tenants for their upfront cost of \$16,800. Breakdown will occur in the form of two free months, monthly reimbursements, and lump sum. A detailed view-"Exhibit A" is attached.
- 3) Tenant agrees to a final lump sum reimbursement of \$4200 for renovations made to office space. Lump sum to be paid at end of lease and will complete full reimbursement by Landlord.
- 4) Tenant to provide landlord with all receipts of work done within 5 days after completion (greater than or equal to \$16,800).
- 5) Tenant has full access to entire parking lot while 414 W House is vacant. Once 414 W House is occupied, tenant's assigned business parking area for 412 W House is exclusively on the right side.
- 6) Signage and its location requires Landlord approval.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: n/a

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: JMolderProperties, LLC

Tenant: _____

By: JONATHON MOLDER

By: _____

By (signature): _____

By (signature): _____

Printed Name: JONATHON MOLDER

Printed Name: _____

Title: OWNER/LANDLORD Date: _____

Title: _____ Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



COMMERCIAL LEASE INVENTORY AND CONDITION FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE LEASED PREMISES AT 412 W HOUSE ST, Alvin, TX 77511

The condition of the leased premises is clean, undamaged, in good working order and sufficient for Tenant's use unless otherwise noted below.

<u>A. Exterior Items</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Mailbox	_____	_____
Fences & Gates	_____	_____
Driveway & Parking	_____	_____
Exterior Doors	_____	_____
_____	_____	_____
_____	_____	_____

<u>B. Interior Common Area</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceilings & Walls	_____	_____
Floor	_____	_____
Doors	_____	_____
Restrooms	_____	_____
Elevator	_____	_____
Stairs	_____	_____
_____	_____	_____
_____	_____	_____

<u>C. Interior of Leased Premises</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceilings & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____

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Windows & Screens

Window Latches

Drapes/Blinds/Shutters

Plugs & Switches

D. Other

Move-In Comments

Landlord's Move-Out Comments

E. Number of Keys:

Received

Returned

Door Keys:

Mailbox Keys:

Security Cards:

_____ :

Date: _____

Tenant: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

EXHIBIT "A"

- 1400 sqft space
- \$1.50/sqft base rent, \$0.60/sqft NNN
- Months 1–2: Tenant pays NNN only, with \$2,100/month landlord reimbursement
- Months 3–14: Tenant receives a \$700 monthly credit (Full base rent + NNN minus \$700)
- Months 15–18: Full base rent + NNN
- \$4,200 lump sum reimbursement handled separately at lease end

Start Date	Month	Base Rent	NNN	Total Rent	Landlord Reimbursement	Net Rent Due
Sep 15, 2025	Month 1	0	840	840	2100	-1260
Oct 15, 2025	Month 2	0	840	840	2100	-1260
Nov 15, 2025	Month 3	2100	840	2940	700	2240
Dec 15, 2025	Month 4	2100	840	2940	700	2240
Jan 15, 2026	Month 5	2100	840	2940	700	2240
Feb 15, 2026	Month 6	2100	840	2940	700	2240
Mar 15, 2026	Month 7	2100	840	2940	700	2240
Apr 15, 2026	Month 8	2100	840	2940	700	2240
May 15, 2026	Month 9	2100	840	2940	700	2240
Jun 15, 2026	Month 10	2100	840	2940	700	2240
Jul 15, 2026	Month 11	2100	840	2940	700	2240
Aug 15, 2026	Month 12	2100	840	2940	700	2240
Sep 15, 2026	Month 13	2100	840	2940	700	2240
Oct 15, 2026	Month 14	2100	840	2940	700	2240
Nov 15, 2026	Month 15	2100	840	2940	0	2940
Dec 15, 2026	Month 16	2100	840	2940	0	2940
Jan 15, 2027	Month 17	2100	840	2940	0	2940
Feb 15, 2027	Month 18	2100	840	2940	0	2940
	TOTAL	33600	15120	48720	12600	36120

Lump sum-**\$4,200**

Total: \$16,800 (100% reimbursement)

Landlord Signature

Tenant Signature

Property Details

Account		
Property ID:	715587	Geographic ID: 4395-0002-001
Type:	R	Zoning: 12-30-08 CJC
Property Use:		
Location		
Situs Address:	412 W HOUSE ST ALVIN, TX 77511	
Map ID:		Mapsco:
Legal Description:	GRAHAM (ALVIN) BLK 2 LOT 2A & DISNEY BLK 8 LOT 3B	
Abstract/Subdivision:	S4395	
Neighborhood:	(COMM) COMM ACCTS	
Owner		
Owner ID:	11320	
Name:	WRIGHT W CLAY DDS	
Agent:	OCONNOR & ASSOCIATES	
Mailing Address:	1815 PINE CREST BLVD ALVIN, TX 77511-2817	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$261,630 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$18,720 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$280,350 (=)
Agricultural Value Loss:	\$0 (-)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$119,238 (-)
Appraised Value:	\$161,112
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: WRIGHT W CLAY DDS **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$280,350	\$161,112	\$0.00	
CAL	CITY OF ALVIN	0.685000	\$280,350	\$161,112	\$1,103.62	
DR3	BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT #3 (ALVIN)	0.150000	\$280,350	\$161,112	\$241.67	
GBC	BRAZORIA COUNTY	0.261625	\$280,350	\$161,112	\$421.51	
JAL	ALVIN COMMUNITY COLLEGE	0.155988	\$280,350	\$161,112	\$251.32	

RDB	ROAD & BRIDGE FUND	0.041921	\$280,350	\$161,112	\$67.54	
SAL	ALVIN INDEPENDENT SCHOOL DISTRICT	1.170000	\$280,350	\$161,112	\$1,885.01	

Total Tax Rate: 2.464534

Estimated Taxes With Exemptions: \$3,970.67

Estimated Taxes Without Exemptions: \$6,909.33

Property Improvement - Building

Description: DENTAL OFFICE **Type:** Commercial **Living Area:** 1428.0 sqft **Value:** \$250,570

Type	Description	Class CD	Year Built	SQFT
444	DENTAL OFFICE/CLINIC	D	2000	1428
CP6	CANOPY ROOF/SLAB	B	1974	91
RS1	STORAGE BLDG	B	1974	90
CP6	CANOPY ROOF/SLAB	B	1974	91

Description: CONC PAVING **Type:** Commercial **Living Area:** 0 sqft **Value:** \$11,060

Type	Description	Class CD	Year Built	SQFT
YPC1	CONCRETE PAVING AVERAGE	C	1974	2859

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
S1	PRIMARY SITE	0.14	6,000.00	0.00	0.00	\$18,720	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2025	\$261,630	\$18,720	\$0	\$0	\$161,112
2024	\$115,540	\$18,720	\$0	\$0	\$134,260

