



HPS SIGNS LLC, DBA FASTSIGNS
1220 Airline Road, Ste. 170
Corpus Christi, TX 78412
(361) 991-7991

INVOICE
164-98010

fastsigns.com/164

Payment Terms: Cash Customer

Created Date: 4/17/2025

DESCRIPTION: MONUMENT LETTERS

Bill To: Moreland Capital Partners Need Need, TX 11111 US	Pickup At: FASTSIGNS HPS SIGNS LLC, DBA FASTSIGNS 1220 Airline Road, Ste. 170 Corpus Christi, TX 78412 US
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Ordered By: Doug Moreland Email: doug@morelandcapitalpartners.com Cell Phone: (512) 698-7957	Salesperson: Jason Haviland Email: jason.haviland@fastsigns.com Work Phone: (361) 991-7991 Cell Phone: (361) 290-5588
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NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	HALO LIT LETTERS FOR MONUMENT (2 LOGOS PER SIDE)	2	\$6,368.82	\$12,737.64
1.1	Electrical Signage - ALL MATERIALS AND LABOR Part Qty: 1 Text: FABRICATE, PERMIT AND INSTALL INTERNAL & REVERSE ILLUMINATED CHANNEL LETTERS / FASTSIGNS WILL MAKE FINAL ELECTRICAL CONNECTION PROVIDED AN ADEQUATE SOURCE WITHIN 6' OF SIGN LOCATION /**18 MONTH PARTS WARRANTY (DOES NOT INCLUDE REPLACEMENT LABOR)			
2	INSTALLATION	1	\$5,920.00	\$5,920.00
2.1	Installation - 4 LOGOS Text: -PROVIDED PROPER ACCESS FOR WIRING			

Subtotal:	\$18,657.64
Taxes:	\$1,539.26
Grand Total:	\$20,196.90
Amount Paid:	\$0.00
DEPOSIT REQUIRED:	\$10,098.45
<i>Credit Card Surcharge:</i>	3.00%
<i>Deposit with Surcharge:</i>	\$10,401.40

All payments of Accounts Receivable are due in our offices within 30 days of order completion. There is a 1.5% monthly interest fee on all payments over 30 days old.

DocuSigned by:

Signature:

Dr. Michael Mintz

70C465379E26410...

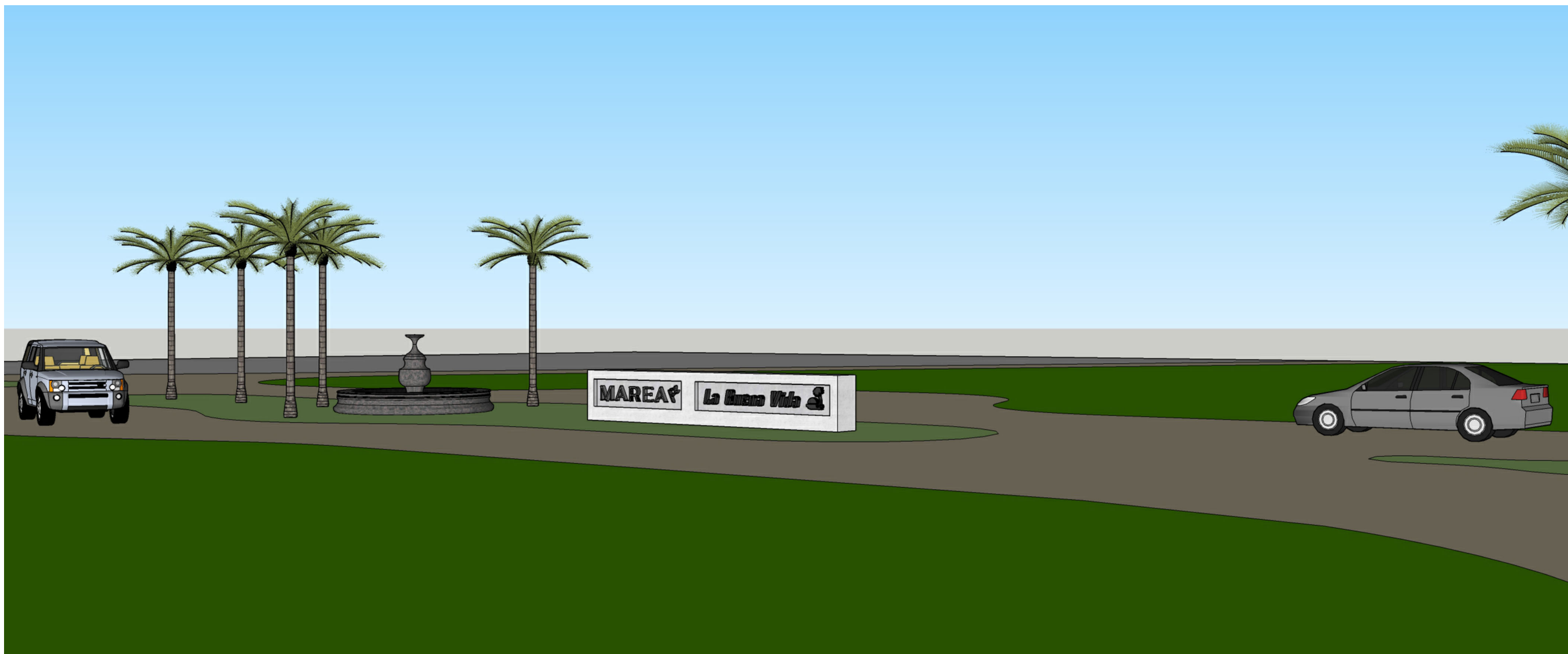
Date:

4/24/2025



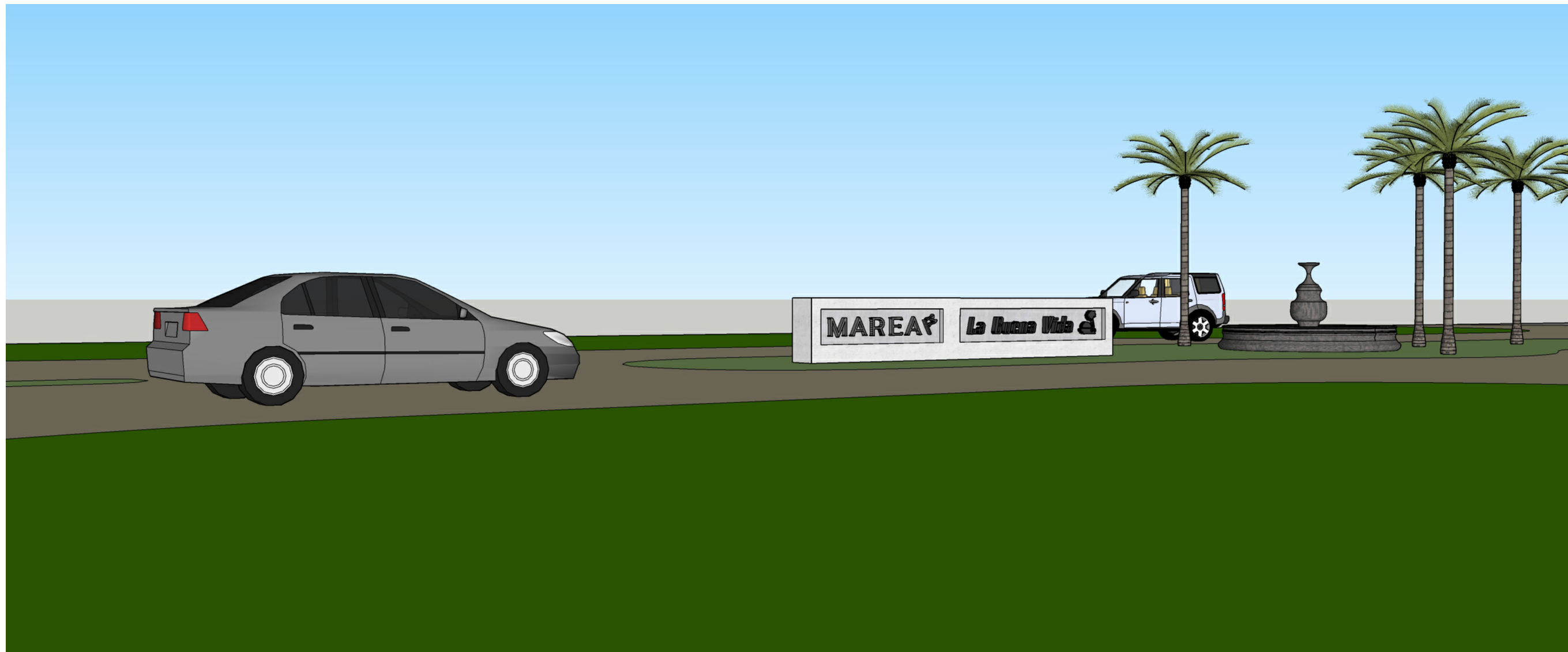
4
L2.3
EXISTING LBV ENTRY MONUMENT
UNSCALED

IMAGE



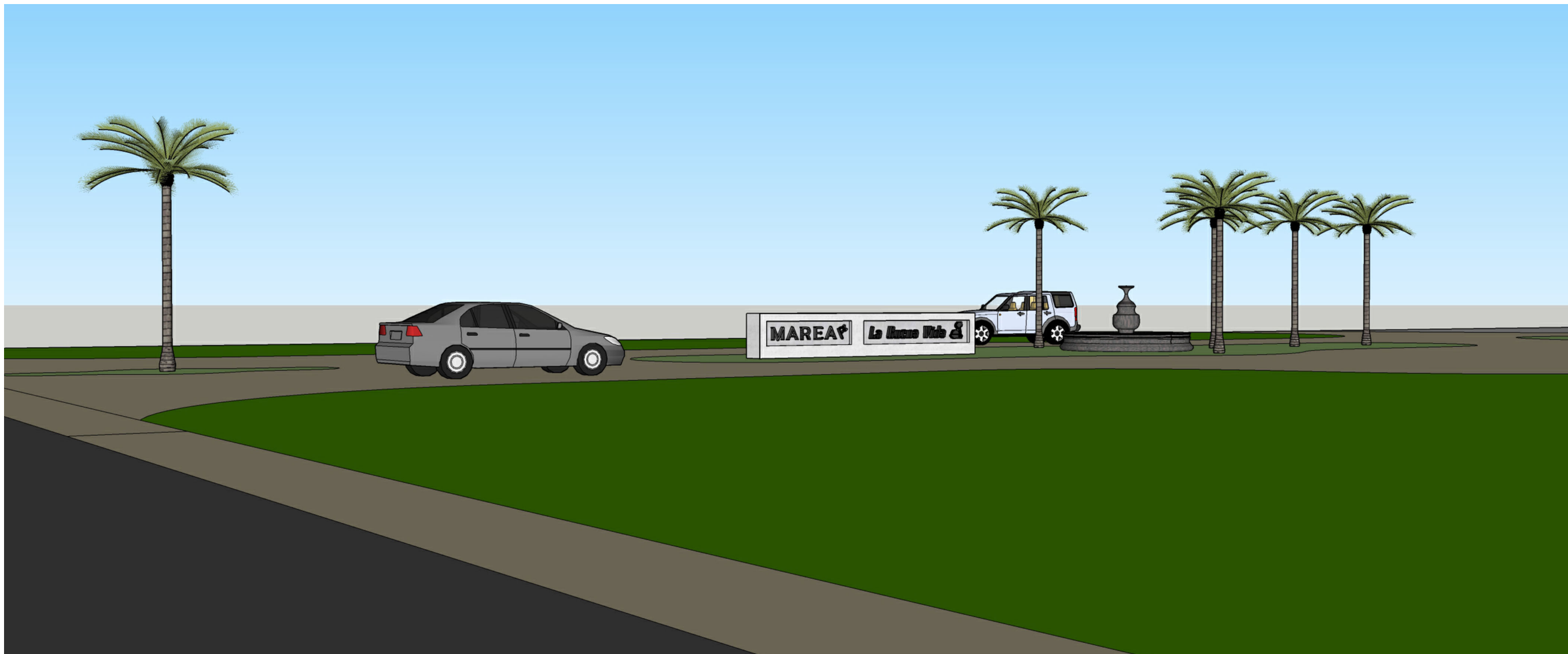
3
L2.3
EXISTING LBV ENTRY MONUMENT
UNSCALED

IMAGE



5
L2.3
EXISTING LBV ENTRY MONUMENT
UNSCALED

IMAGE



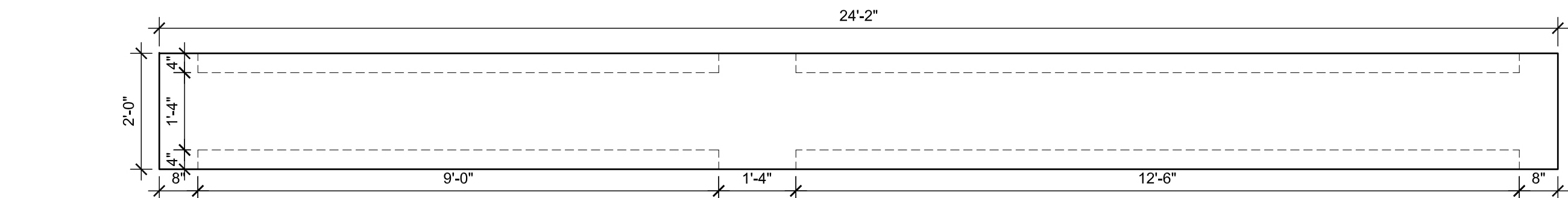
2
L2.3
EXISTING LBV ENTRY MONUMENT
UNSCALED

IMAGE

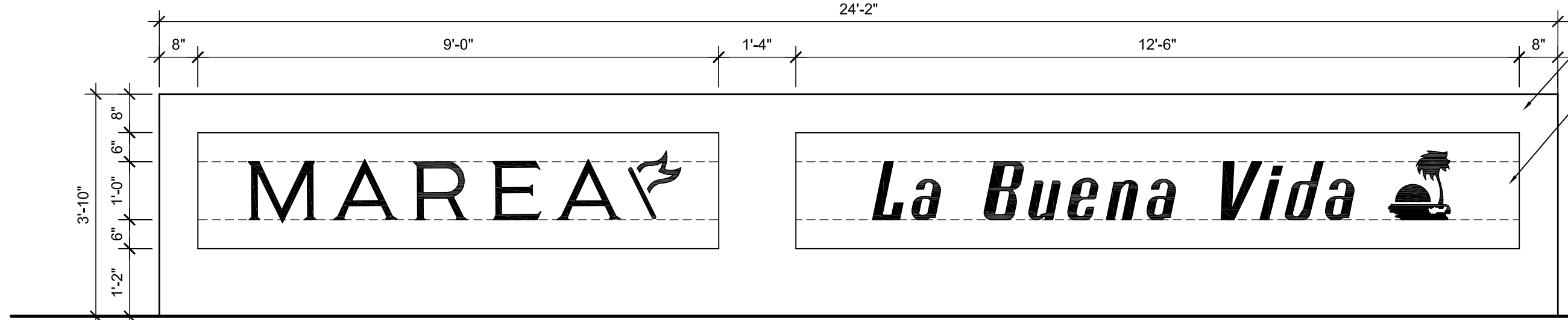


6
L2.3
"HALO" BACK LIGHT EFFECT
UNSCALED

IMAGE

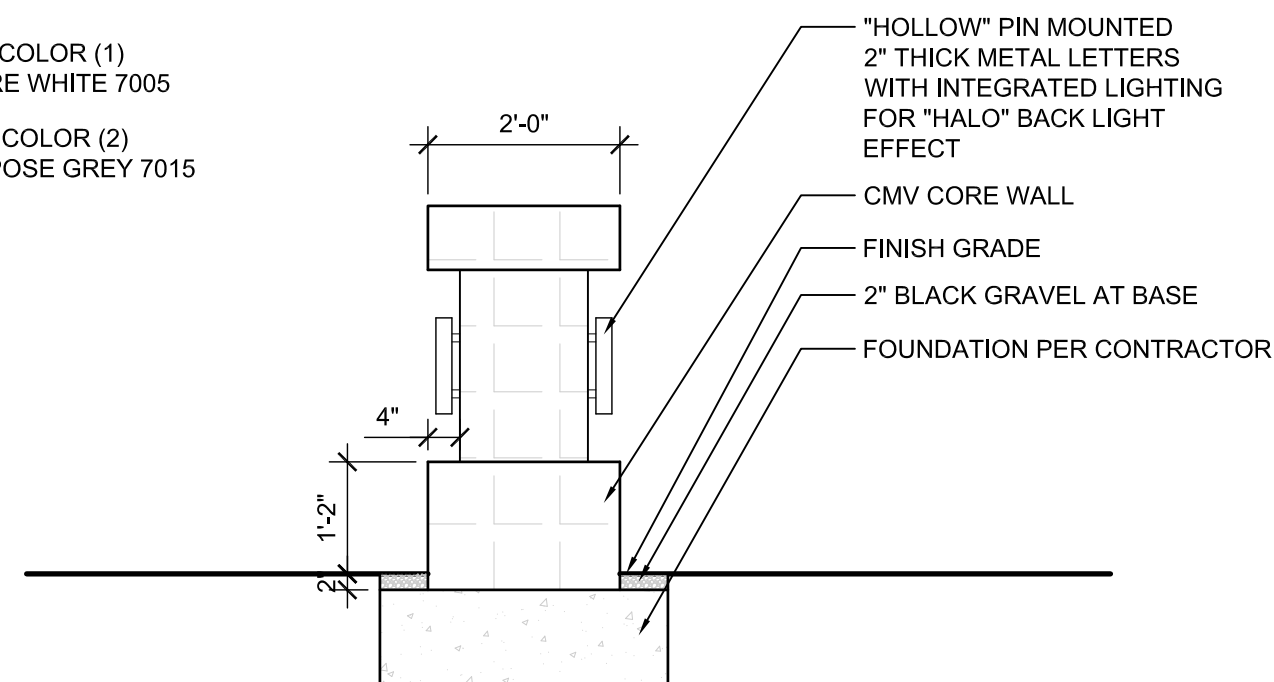


C
EXISTING LBV ENTRY WALL MONUMENT PLAN



A
EXISTING LBV ENTRY WALL MONUMENT ELEVATION

STUCCO MAIN COLOR (1)
SHER WILL PURE WHITE 7005
STUCCO INSET COLOR (2)
SHER WILL REPOSE GREY 7015



B
EXISTING LBV ENTRY WALL MONUMENT SECTION

ELEVATION



MAREA
3399 HIGHWAY 35 BYPASS
ARANSAS PASS, TEXAS 78336

Sales: Christopher Winkler

**Shared Entrance Additional-3399 Highway 35 Bypass-
 Commercial Enhancement**
 3399 Highway 35 Bypass Aransas Pass, Texas 78336

Est ID: EST6172299

Date: Apr-21-2026

Palms	\$10,917.36
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	Install Crew (4)	1 Install Foreman3 Install Laborers
3 Each	Florida Sabal Palm - 8 Foot	
3 EA	Florida Sabal Palm - 10 foot	
3 EA	Florida Sabal Regen - 12'	

Planting Beds	\$9,913.40
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	Install Crew (4)	1 Install Foreman3 Install Laborers
65 EA	Pine Straw - 100sf	Pine Straw
150 EA	Gulf Muhly - 1 gal - 1 gal	
30 EA	Greg Mistflower - 1	
30 EA	Lantana New Gold - 1 gal	

Subtotal	\$20,830.76
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Taxes	\$1,718.54
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Estimate Total	\$22,549.30
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Coastal Scapes
 306 Sorrento St
 Port Aransas, TX
 78373

P.(254)9311326

www.coastalscapespatx.com
 chrisw@coastalscapespatx.com

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.
- A 50% deposit is required prior to the start of any work.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void

or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.

- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Contractor: _____
Christopher Winkler

Client: DocuSigned by:
Dr. Michael Mintz
70C465379E26410 _____

Signature Date: _____
04/21/2026

Signature Date: _____
4/21/2026



MAREA
3399 HIGHWAY 35 BYPASS
ARANSAS PASS, TEXAS 78336

Sales: Christopher Winkler

Shared Entrance-Marea-Install

3399 Highway 35 Bypass Aransas Pass, Texas 78336

Est ID: EST5444035

Date: May-29-2025

Grading	\$14,533.80
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60 Yards	Fill Sand - 1 Yard	1 CuYd Fill Sand	\$3300.00
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Irrigation	\$12,600.00
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7 Zone	Irrigation Installation - 1 Zone	Irrigation Installation - Zone Cost	\$12600.00
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Trees	\$21,077.52
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4 EA	Florida Sabal Palm - 10 foot		\$2800.00
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10 Each	Florida Sabal Palm - 8 Foot		\$7000.00
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10 EA	Florida Sabal - 6'		\$7000.00
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Planting Beds	\$37,835.94
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9 EA	Red Oleander - 3 gal	3 gal Red Oleander	\$271.26
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5 EA	Indian Hawthorne Clara - 3 gal		\$162.80
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72 EA	Dwarf Palmetto - 5 gal		\$3960.00
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4 EA	Spanish Dagger - 5gal		\$158.40
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4 EA	Mystic Spires Blue Salvia - 3		\$78.20
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6 EA	Agave Americana - 15 gal	15 gal Agave Americana	\$1650.00
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38 EA	Texas Sotol - 5 gal	5 gal Texas Sotol	\$2438.46
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Coastal Scapes
 306 Sorrento St
 Port Aransas, TX
 78373

P.(254)9311326

www.coastalscapespatx.com
 chrisw@coastalscapespatx.com

9 EA	Red Yucca - 3 gal		\$330.66
216 EA	Wedelia - 1 gal	1 gal Wedelia	\$1961.28
108 EA	Trailing Lantana - Purple - 1 gal		\$1128.60
108 EA	Trailing Lantana - White - 1 gal		\$1128.60
200 EA	Pine Straw - 100sf	Pine Straw	\$8000.00
6 Ton	Black Star Gravel - 5/8"		\$1440.00
704 Feet	Aluminum Edging Deco-Bronze - 1 foot	Aluminum Edging Deco-Bronze	\$5047.68

Native Plantings	\$13,799.20
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750 EA	Dune Sunflower - Plug	Dune Sunflower Plug	\$3750.00
750 EA	Gulf Cordgrass - Plug	Gulf Cordgrass plug	\$3750.00
750 EA	Saltmeadow Cordgrass - Plug	Saltmeadow Cordgrass plug	\$3750.00

Lighting	\$4,858.90
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2 EA	Bollard Light	Vista Bollard light	\$825.00
3 EA	Well light	Unique lighting well light	\$618.75
1 EA	300W Transformer - 300W	Unique Lighting 300w Transformer	\$555.15
1000 FT	Low Voltage Lighting Wire Black 10 Gauge 2 Conductor 500 ft. (Sold per ft.)	Wire 10 Gauge Lv Wire	\$1100.00

Subtotal	\$104,705.36
Taxes	\$7,598.69
Estimate Total	\$112,304.05

Payment Terms and Conditions

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- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
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Contractor: _____
Christopher Winkler

Signature Date: _____
06/23/2025

DocuSigned by:
Client: *Dr. Michael Mintz*

70C465379E26410

Signature Date: _____
6/23/2025

R. DIAS CONSTRUCTION, LLC

1. GENERAL

- 1.1 This Contract dated March 28, 2025, is between Estes Point Development LLC, 518 Peoples Street Corpus Christi, TX 78401, (hereinafter “Owner”) and R Dias Construction, LLC., (d.b.a. Richard Dias Construction Company) a Texas Limited Liability Company having its principal place of business at 4570 Highway 35 North, Rockport, Texas 78382 (hereinafter “Contractor”). The Contract shall be governed by the laws of the State of Texas.
- 1.2 The purpose of this contract is to provide the terms and conditions for a Monument Sign located on Owner’s property identified as Marea in Aransas County (hereinafter “the Project”). The scope of this Project is defined in the architectural drawings and specifications shared by the Owner and the Contractor.

2. THE SCOPE OF THE PROJECT

The general scope of the Project is for the Contractor to furnish all labor, materials, services, and equipment required in conjunction with or properly incidental to completion of the Project in accordance with the Plans, all of which (shall hereinafter be referred to as “the Work”).

3. RELATIONSHIP OF THE PARTIES

The Contractor covenants with Owner to utilize Contractor’s skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to make reasonable efforts to furnish at all times an adequate supply of workers and materials; and to perform all tasks and duties required under this Contract in an expeditious and economical manner consistent with the interest of the Owner. The Owner agrees to exercise best efforts to furnish and provide in a timely way information and selections required by Contractor.

4. CONTRACT AMOUNT AND CONTRACTOR’S FEE

The Owner shall compensate Contractor for Contractor’s performance of the contract consisting of the Cost of the Work plus the Contractor’s Fee determined on the basis of ten percent (10%) overhead, then taking that total and adding ten percent (10%) profit. Pending final plans, specs, permits and approvals, subject to adjustments of supplemental claims and replacement cost.

5. **COST TO BE REIMBURSED**

5.1 The term “Cost of the Work” shall mean costs incurred by the Contractor in the proper performance of the Work and include the following:

- (a) payment of wages for construction labor directly employed by Contractor pursuant to the labor categories identified in Attachment B;
- (b) payments made to subcontractors.
- (c) costs of materials.
- (d) reasonable rental costs for necessary temporary facilities, machinery, equipment, and hand tools used at the site of the Work.
- (e) premiums for insurance and bonds.
- (f) costs of removal of debris from the site.
- (g) costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property at the site.
- (h) cost of builder’s risk, windstorm and flood insurance coverage, and
- (i) costs of changes made pursuant to Paragraph 9.1.

5.2 Cost for Labor Categories set forth shall be billed at \$36.00 per man hour, regardless of actual man hour cost to the Contractor. Site superintendents shall be billed at \$62.50 per hour and Associate Project Managers shall be billed at \$52.50 per hour. Finish items will be selected by owner and invoiced to contractor at his costs.

5.3 **The Cost of the Work shall not include:**

- (a) salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office location,
- (b) expenses of the Contractor’s principal office and offices other than the site of the Project.
- (c) overhead and general expenses not directly associated with the Project; and
- (d) the Contractor’s capital expenses, and interest paid.

5.4 The Contractor shall keep accounts and exercise such controls as may be necessary for proper financial management under this contract.

6. PROGRESS PAYMENTS

- 6.1 There will be a mobilization fee of 10% (\$2,494.63) of the project budget due at contract signing. This amount will be applied to the final invoice. Any payment overage will be reimbursed to the Owner. On or about the first day of each month, Contractor will invoice Owner for the Cost of the Work billed to the Project for the past month. No retainage to be withheld from Contractor's invoice by Owner or others.
- 6.2 Payment of the Contractor's invoices shall be made by the Owner within ten (10) days of the issuance of the invoice. Payment may be withheld only for cause put forth in written form for: failure to carry out work in accordance with the Plan; lack of proof of payment to subcontractors and/or suppliers; defective Work not remedied; or failure of the Work to meet reasonable standards of workmanship quality normally observed for projects of similar type and circumstances, the matter shall be resolved by an independent party agreed to by the parties who has expertise in regard to the subject matter of the matters in dispute.
- 6.3 Payments due and unpaid to the Contractor shall bear interest at the legal rate of ten (10) percent per annum commencing thirty (30) days after the date of the invoice.
- 6.4 In the event that the final invoice is greater than the mobilization fee, a final payment in the amount of the accrued Contractor fee specified in Paragraph 6.1 shall be immediately due upon Owner acceptance of the Project after the following events; (i) notification of the Owner by Contractor that the Project is complete; (ii) Owner inspection and walk-through to compile a "punch list" of items which Owner deems to be defective, incomplete, not in accordance with the Plans, or not in accordance with reasonable standards of workmanship; (iii) Contractor has addressed Owner's punch list of items to Owner's reasonable satisfaction as acknowledged in writing in the form of release to Contractor; and (iv) Contractor has furnished Owner signed mechanic's and materialmen's lien waivers for materials, equipment, supplies and as to supplies, and subcontractor labor used in the project.

7. CONTRACTOR RESPONSIBILITIES

- 7.1 After execution of the Contract, Contractor shall act immediately to obtain in Contractor's name permits required by all governmental authorities having regulatory jurisdiction over the Project; arrange for all required site engineering and preparation; arrange for all installation of temporary and permanent utility services; and arrange and document all builder's risk, windstorm and flood insurance coverage.

- 7.2 The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, and procedures for coordinating all portions of the Work unless the Plans give other specific instructions concerning such matters. The Contractor shall so direct the progress and quality of the Work performed in such a manner as to assure that the Work performed will be completed. When completed, the Work will be in accordance with the Plans and will meet reasonable standards of workmanship quality normally observed for projects of similar type and circumstances.
- 7.3 In furtherance of the discharge of Contractor's responsibilities under Paragraph 7.2, and in order to provide Owner with a single source of responsibility for supervision and coordination of the Work, Contractor shall assume responsibility for coordination of trades, ordering of materials, scheduling of work, and compliance with applicable codes.
- 7.4 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, and all other facilities and services necessary for the proper execution and completion of the Work. The Contractor shall pay sales, consumer, use, and other similar taxes that are required for proper completion of the Project.
- 7.5 The Contractor warrants that material and equipment will be of good quality and new unless otherwise approved by Owner, that the Work will be free from defect not inherent in the quality required, and that the Work will conform to the requirements of the Plans. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 7.6 The Contractor shall comply with and give notices required by law, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Owner shall promptly notify the Contractor if the Plans or any portion of the Work are observed by the Owner to be a variance therewith.
- 7.7 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations in performance of the Work. At the completion of the Work, the Contractor shall remove from and about the Project all construction equipment, surplus materials, waste materials, and rubbish.
- 7.8 The Contractor shall take all reasonable precautions to ensure the safety of and prevent damage to property or materials to be incorporated into the Project and to other property and materials at the site or adjacent thereto.

- 7.9 The Contractor shall repair any damage caused by the action or negligence of his employees or those of any of his subcontractors.

8. RESPONSIBILITIES OF OWNER

- 8.1 The Owner shall arrange all funding needs for the Project so that sufficient funds exist to pay all bills within ten (10) days of the invoice date.
- 8.2 After submission, either in writing or verbally to Owner from Contractor of a list of items requiring selection by Owner, Owner shall promptly act to select the items and inform Contractor thereof, including the source thereof, on or before the date requested.
- 8.3 Owner shall inform Contractor promptly of any changes desired in the Plans, changes in Owner selections, or other matters affecting the schedule so that adjustments can be incorporated in the schedules.

9. CHANGE OF PLANS

The Owner may order changes in the Work consisting of additions, deletions, or modifications ("Change Order(s)"). Such Change Orders shall be authorized by written Change Order signed by the Owner and the Contractor. The Contractor may accept verbal change orders from the Owner and the Owner agrees to provide a signed confirmation communicated to Contractor.

10. INSURANCE

The Contractor shall provide insurance related to the Project, at the Owner's expense, including builder's risk and wind.

11. DISPUTE RESOLUTION

- 11.1 If a dispute arises between the parties regarding whether payments may be withheld under subparagraph 7.2, which the parties cannot resolve between themselves after a reasonable effort has been made, it is agreed that the matter will be submitted to a neutral mediator. The mediator will render a binding decision with respect to the particular payment(s) in dispute and shall make such directives as deemed necessary in the mediator's sole discretion to bring resolution of the dispute. The mediator's directives shall become part of the obligation imposed by this Contract. The cost of the mediator will be borne by the party against whom the decision is rendered.
- 11.2 Apart from any dispute with regard to payment, if a dispute arises between the parties as to whether the Contractor is acting so as to direct the progress and quality of the Work

performed in such a manner as to assure that the Work will be completed in accordance with the Plans and will meet reasonable standards of workmanship quality normally observed for project of similar type and circumstances, which the parties cannot resolve between themselves after a reasonable effort has been made, it is agreed that the matter will be submitted to a neutral mediator for a binding resolution. The mediator will render a decision with respect to the particular issues in dispute and shall make such directives as deemed necessary in the mediator's judgment taking into account the merits of each party's position with respect to the issues in dispute.

- 11.3 To the extent possible, the same mediator will be designated to resolve disputes within the scope of subparagraphs 11.1 and 11.2.
- 11.4 If a dispute arises as to whether a directive of a mediator's decision rendered pursuant to subparagraph 11.2 is being or has been met, the dispute shall be immediately referred to the mediator rendering the directive. The mediator shall render a further decision with respect to whether the directives of the previous decision have been met.
- 11.5 The Contractor and Owner will proceed, if possible, with the Project while the resolution of the dispute takes place.
- 11.6 Nothing contained in this Paragraph 11 shall constitute a waiver of:
 - (a) any claims or causes of action that accrue to Owner under any applicable consumer protection or Deceptive Trade Practices Acts,
 - (b) any warranty applicable to the Project and the Work, or
 - (c) any obligation or duty owed to Owner by Contractor and accruing by operation of law.

However, by this Paragraph, the parties agree that any claim or cause of action that one party has against the other, whether it be for breach of this Contract or for breach of any warranty or other obligation, shall be resolved by means of arbitration under the auspices and rules of the American Arbitration Association, which shall be commenced at any time by either party by filing a demand for arbitration upon the other party or parties and the American Arbitration Association. The arbitrator shall be a person who is qualified to make decisions regarding construction quality issues and shall be an attorney. The award of the arbitrator shall be final and binding on all parties. All parties to this Contract covenant and agree that the right of the Contractor to realize upon any property given as security for the payment of this Contract shall not be affected, enjoined or frustrated in any manner by the pendency of any arbitration proceeding commenced pursuant hereto, and any rights of Contractor to realize upon such security shall be expressly exempt from any arbitration proceeding brought pursuant to this paragraph. The statute of limitations,

estopped, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.

12. TERMINATION OF CONTRACT

- 12.1 The Owner may terminate the Contract upon providing a written notice of termination to Contractor. The notice of termination shall be effective on the date delivered to the Contractor. The notice shall be deemed delivered when either (a) hand delivered to Contractor's principal place of business in Rockport, Texas, or (b) deposited in the United States Mail, return receipt requested, addressed to Richard Dias Construction Co., 4570 Highway 35 North, Rockport, Texas 78382.
- 12.2 Contractor may terminate the Contract if Owner fails to make payment required under the Contract upon providing a written notice of default and intent to terminate. If payment is not made and the default is not cured within seven (7) days of delivery of the notice of intent to terminate, the Contractor may then deliver its notice of termination and the agreement shall be automatically terminated as of the date of delivery. The notices shall be deemed delivered when deposited in the United States Mail, first class, postage prepaid, certified or registered mail, return receipt requested, addressed to Richard Dias Construction Company, 4570 Highway 35 N, Rockport, TX 78382.
- 12.3 If the Contract is terminated pursuant to either of subparagraphs 12.1 or 12.2, Contractor shall be entitled to recover from Owner payment for the Cost of all Work executed and for proven loss with respect to the cost of material, equipment, tools, machinery, subcontractor cancellation charges and penalties, plus the Contractor's fee. If Contractor and Owner are unable to agree as to the amount of such payment, the matter shall be resolved pursuant to the arbitration provision of Paragraph 11.
- 12.4 If the Contract is terminated with cause under Paragraph 12, the Contractor shall no longer direct any Work on the Project and the Owner may finish the Work by whatever method the Owner may deem expedient.

13. **SIGNATURES OF THE PARTIES**

OWNER(S): Estes Point Development LLC

NAME:

SIGNATURE

DATE

CONTRACTOR: R DIAS CONSTRUCTION, LLC.

Darrin Shandley, Vice President

Darrin Shandley
Darrin Shandley (Mar 28, 2025 07:52 CDT)

SIGNATURE

03/28/2025

DATE

Attachments:

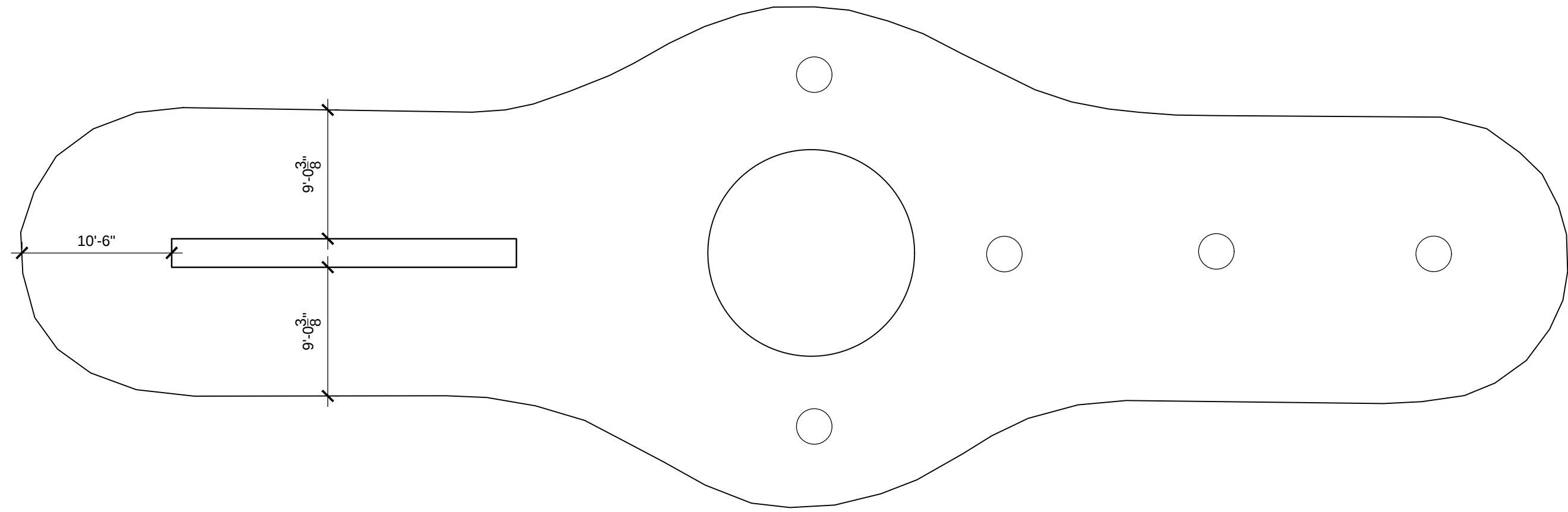
- A) Budget
- B) Plans &
Specs

Exhibit A: Cost of Work

Marea Monument Sign							
	COST PLUS TEMPLATE						
3/31/25			Draw 1	Draw 2	Draw 3		
			INPUT DATE	INPUT DATE	INPUT DATE		
	Item Breakdown	Est. Cost	Act. Cost	Act. Cost	Act. Cost	Adj.	(\$) Dif.
Surveys & Legal	Location by Owner	\$ -	\$ -	\$ -	\$ -		\$ -
Dump Fees	Gold Box	\$ 451.80	\$ -	\$ -	\$ -		\$ 451.80
Project Manager	RDCC	\$ 720.00	\$ -	\$ -	\$ -		\$ 720.00
Other	Gen. Liability Ins.	\$ 223.00	\$ -	\$ -	\$ -		\$ 223.00
	Subtotal	\$ 1,394.80	\$ -	\$ -	\$ -		\$ 1,394.80
Site Prep & Foundation							
Foundation		\$ 4,800.00	\$ -	\$ -	\$ -		\$ 4,800.00
	Subtotal	\$ 4,800.00	\$ -	\$ -	\$ -		\$ 4,800.00
Framing - Erection - Trusses							
Does not apply		\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -		\$ -
Exterior Door/Window							
Does not apply		\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -		\$ -
Interior Subcontractors							
Electrical	Reel Electric	\$ 1,800.00	\$ -	\$ -	\$ -		\$ 1,800.00
	Subtotal	\$ 1,800.00	\$ -	\$ -	\$ -		\$ 1,800.00
Insulation, Drywall (TFT)							
Does not apply		\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -		\$ -
Roofing							
Does not apply		\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -		\$ -
Exterior Finish							
Siding/exterior package	CMU/Stucco	\$ 7,280.00	\$ -	\$ -	\$ -		\$ 7,280.00
Signs w/ Lighting	BY OWNER	\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal	\$ 7,280.00	\$ -	\$ -	\$ -		\$ 7,280.00
Exterior Items							
Demo Old Signs		\$ 5,000.00	\$ -	\$ -	\$ -		\$ 5,000.00
	Subtotal	\$ 5,000.00	\$ -	\$ -	\$ -		\$ 5,000.00
Interior Finishes							
Other	Misc & Contingency	\$ 2,200.00	\$ -	\$ -	\$ -		\$ 2,200.00
	Subtotal	\$ 2,200.00	\$ -	\$ -	\$ -		\$ 2,200.00
Flooring & Final Items							
Landscaping	Lighting	\$ -	\$ -	\$ -	\$ -		\$ -
Irrigation	By Owner	\$ -	\$ -	\$ -	\$ -		\$ -
Other		\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -		\$ -
COST SUBTOTAL		\$ 22,474.80	\$ -	\$ -	\$ -		\$ 22,474.80
Overhead/Profit Rate*	10.00%	10.00%					
	Overhead/Profit	\$ 4,719.71	\$ -	\$ -	\$ -		\$ 4,719.71
Total Price to Customer		\$ 27,194.51	\$ -	\$ -	\$ -		\$ 27,194.51
* Note: Put Overhead Rate (stated in tenths - e.g. .10 for 10%) in Column B and Profit Percentage (in tenths) in Column							

Drawing: LA2023056.10 Estes Pointe\05 CAD\Sheets\02_CD\L2.1-L2.XX SITE DETAILS-ESTES-POINTE.dwg
Last Saved: January 13, 2025 10:54:42 AM by Gonderdonk
Last Plotted: 3/24/2025 3:31:14 PM
COPYRIGHT © ALL RIGHTS RESERVED DTJ DESIGN, INC. 2019

Exhibit B: Plans & Specifications

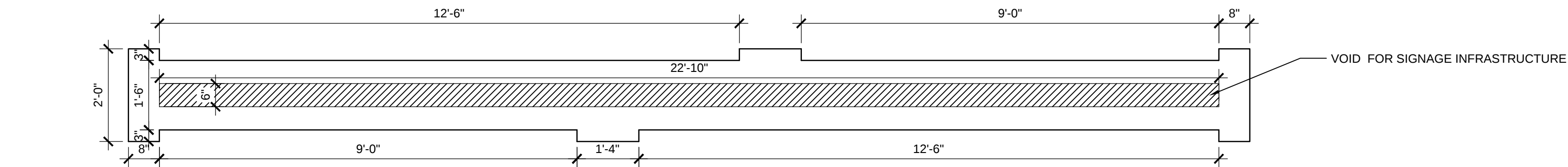


3
L2.3 "HALO" BACK LIGHT EFFECT
UNSCALED

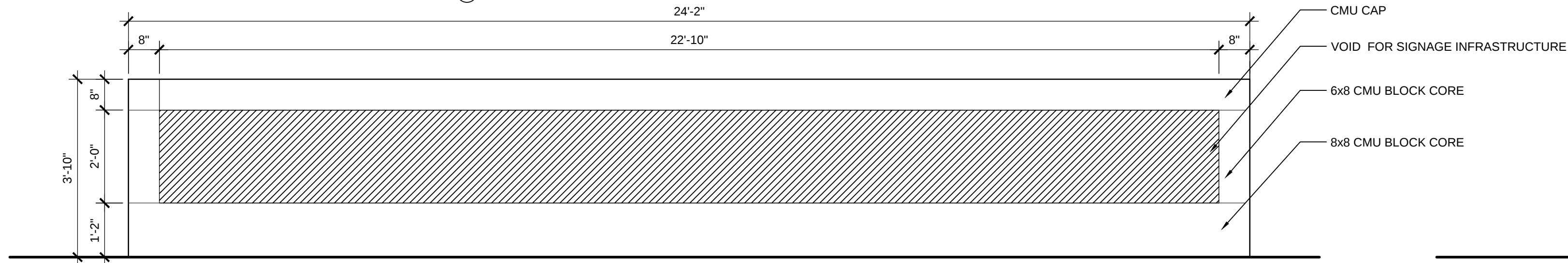
IMAGE

2
L2.3 EXISTING LBV ENTRY WALL MONUMENT
1/8"=1'-0"

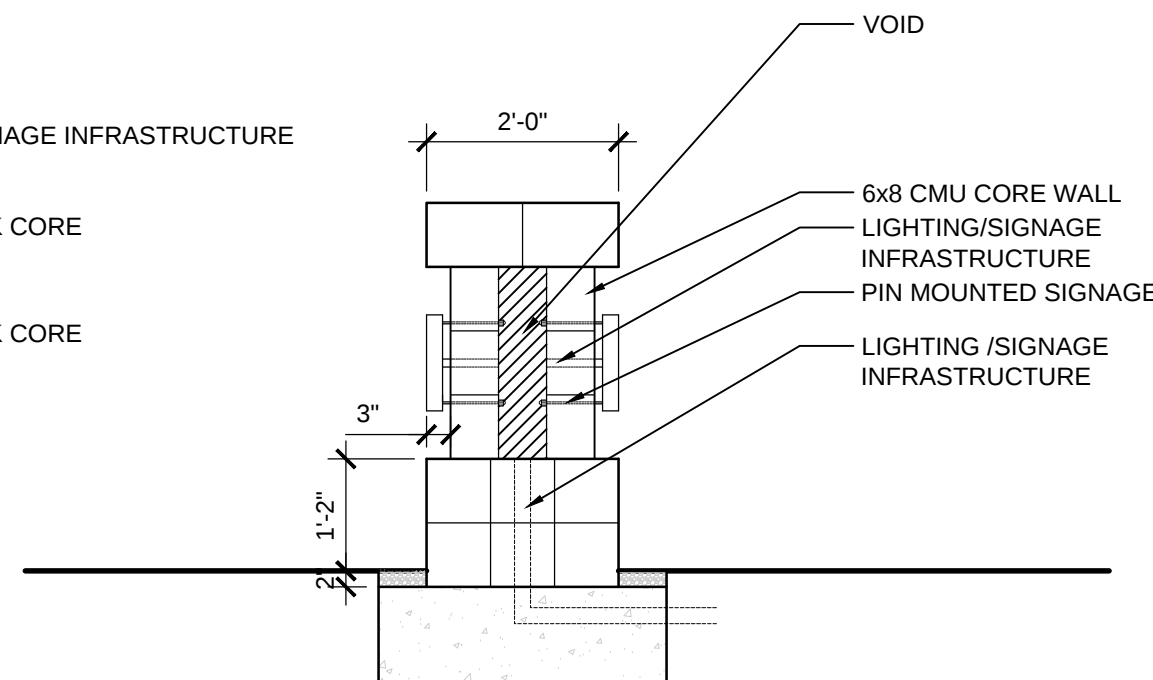
PLAN



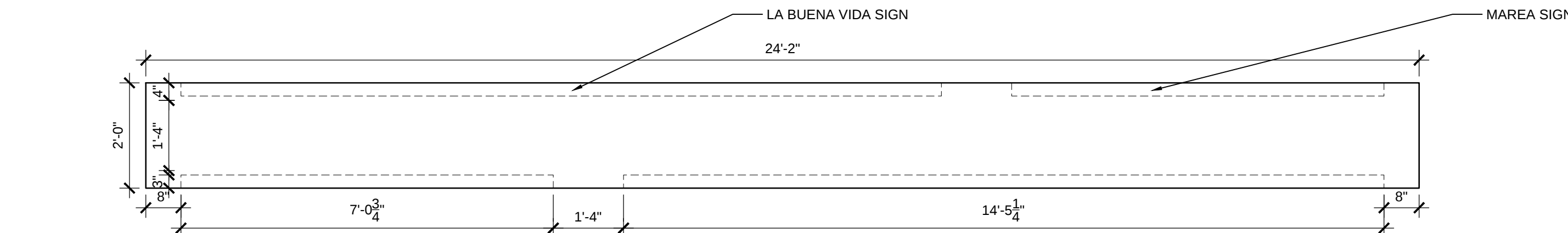
C PROPOSED LBV ENTRY WALL MONUMENT PLAN



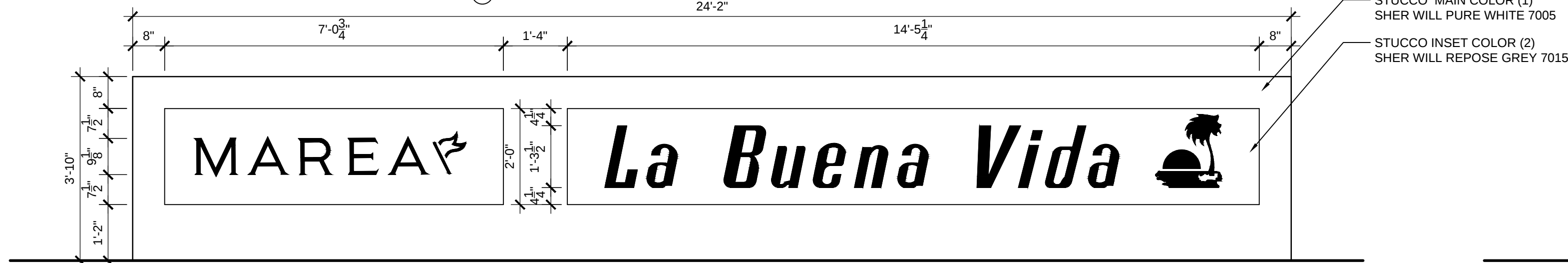
A PROPOSED LBV ENTRY WALL MONUMENT ELEVATION



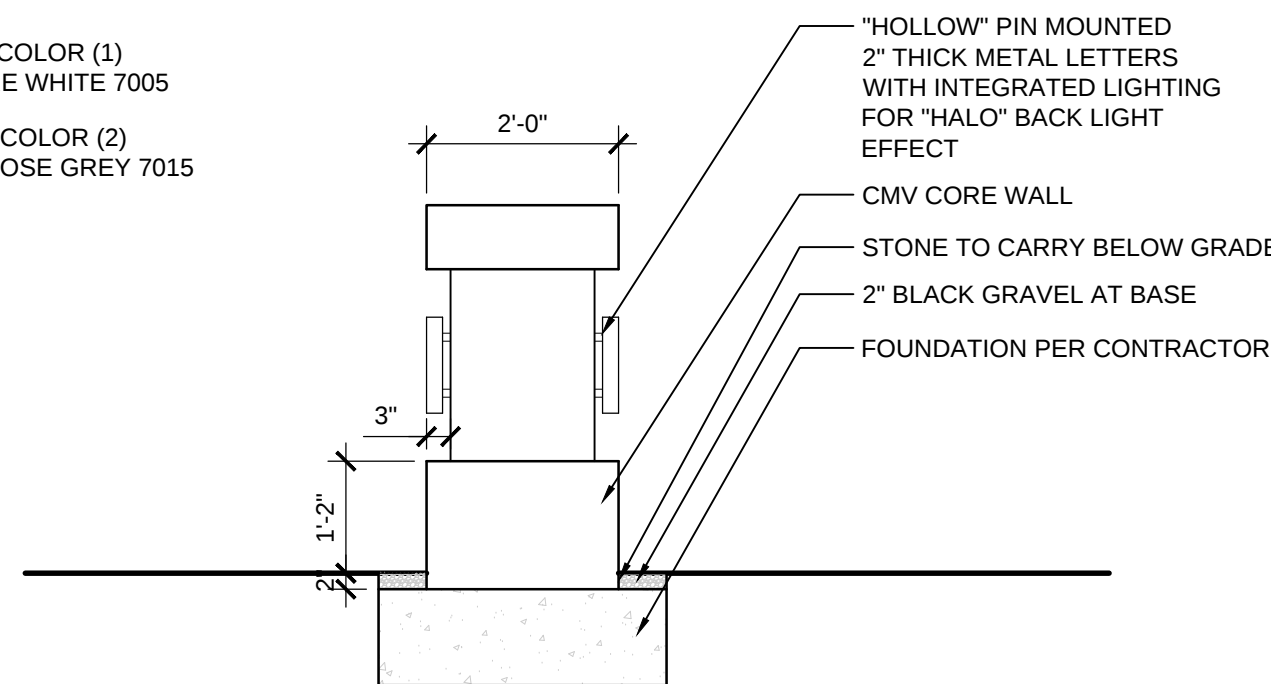
B EXISTING LBV ENTRY WALL MONUMENT SECTION



C PROPOSED LBV ENTRY WALL MONUMENT PLAN



A PROPOSED LBV ENTRY WALL MONUMENT ELEVATION



B EXISTING LBV ENTRY WALL MONUMENT SECTION

1
L2.3 EXISTING LBV ENTRY WALL MONUMENT
1/2"=1'-0"

ELEVATION

May 30, 2025



Mr. Douglas Moreland
Estes Pointe Development, LLC
502 Sailhouse Way
Rockport, TX 78382

RE: Additional Services Agreement for Existing LBV Entry Upgrade Additional Documentation required per HOA located in Rockport, Texas

Dear Mr. Moreland,

We are very pleased to submit this Additional Services Agreement for your resort project in Rockport, Texas. This Additional Services Agreement confirms that **DTJ DESIGN, Inc. (DTJ)** is authorized to proceed with the services outlined below for **Estes Pointe Development, LLC (Client)**. These Services are in addition to those being provided in our Basic Services Agreement with you dated **September 25, 2023**. All other conditions of that Basic Services Agreement also apply to this Additional Services Agreement.

TASK 8: Additional Documentation per La Buena Vista HOA

As part of the La Buena Vista HOA approval process, DTJ produced multiple version of the design including rendered graphics in order to gain consensus with the HOA. These services were in addition to those anticipated in the original Tasks 6 and 7.

III. PROJECT SCHEDULE/COMPENSATION AND PAYMENT FOR SERVICES

COMPENSATION

Regarding the services to be provided under this Agreement, DTJ will execute Task 8 Services for a **Fixed Fee of \$5,000**, excluding expense. You will be billed for these services monthly, based upon percentage of completion.

Additionally, DTJ and its consultants, if any, shall be reimbursed for expenses incurred in the interest of the Project. Those prices listed in DTJ's *Standard Terms of Agreement* shall apply to those reimbursable items produced in-house. Other expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at no less than cost, and at no more than cost-plus-fifteen percent (15%). Such expenses will include but are not limited to printing, visual documentation of project graphics, postage, delivery, and mileage. Any airfare or travel expenses related to the Project will be billed at 1.05 times cost.

This Agreement is for your consideration for 30 days from the date of its offering but shall be considered withdrawn if not accepted within that period.

The Client or Client's authorized agent executing this Agreement warrants he/she has read and understands its provisions and that he/she is authorized to bind the parties for which he/she signs.

Estes Pointe Development, LLC

Marea Professional Landscape Architecture Services

May 30, 2025

DTJ's *Standard Terms of Agreement* is incorporated as part of this Agreement.

Sincerely,

Accepted by:

DTJ DESIGN, Inc.

Estes Pointe Development, LLC



05/30/2025

Dave Ignatew
Partner + Owner

Date

DocuSigned by:
Dr. Michael Mintz
70C485379E26410...

5/30/2025

Date

\\dtj-bldfs1\Share\Contracts\Moreland Capital Partners\2023_0921 Estes Pointe LOA.docx

August 1, 2024



Mr. Douglas Moreland
Moreland Capital Partners
502 Sailhouse Way
Rockport, TX 78382

RE: Additional Services Agreement for Existing LBV Entry Upgrade Design Development and Construction Documents located in Rockport, Texas

Dear Mr. Moreland,

We are very pleased to submit this Additional Services Agreement for your resort project in Rockport, Texas. This Additional Services Agreement confirms that **DTJ DESIGN, Inc. (DTJ)** is authorized to proceed with the services outlined below for **Estes Pointe Development, LLC (Client)**. These Services are in addition to those being provided in our Basic Services Agreement with you dated **September 25, 2023**. All other conditions of that Basic Services Agreement also apply to this Additional Services Agreement.

TASK 6: Existing LBV Entry Concept Design

As per client, a total of \$240k has been allotted to the existing Lake Buena Vida Entrance. Generally, the improvements will include softscape enhancements to the LBV (south side of the entry) and hardscape and softscape improvements in the median for the existing driveway. A new signage feature will replace the existing LBV signage on the north side of the entry drive. Likewise, it is anticipated that there will be additional signage marker created in the entry median for both the LBV and Marea at Estes Flats. It is anticipated that of the \$240k, roughly \$100k will be spent on signage marker improvements and the remaining \$140k will be spent on softscape improvements for the LBV side of the entry.

DTJ will produce conceptual designs for these improvements and present them to the client and to the LBV Representatives for comment and approval.

DTJ will create conceptual plans for each of these areas including: hardscape/materials plans, lighting concepts, softscape planting recommendations and grading concepts.

These concepts will be developed and presented to the owner for review and comments. Documentation necessary to communicate the overall character may include sketches, elevations, plans, and photos/imagery. No modelling is anticipated for this scope.

TASK 7: Existing LBV Entry Construction Documentation

Upon approval of the concept design, DTJ will produce construction documentation for the proposed improvements. Hardscape materials, layout and dimensional control plans as well as elevations and conceptual details will be produced. An overall softscape schematic will be produced, with the landscape contractor responsible for the ultimate softscape design as well as the irrigation plans and details.

Moreland Capital Partners
Marea Professional Landscape Architecture Services
August 1, 2024

It is anticipated that Windshore Engineering will prepare structural documentation for the design, should any be necessary. Engineering for landscape architecture elements will be done through a separate agreement with the Owner directly (i.e. not contracted through the landscape architect). DTJ will coordinate with Windshore to include their structural recommendations into the overall construction documentation.

Irrigation design/installation shall be a design-build contract with the selected contractor.

III. PROJECT SCHEDULE/COMPENSATION AND PAYMENT FOR SERVICES

COMPENSATION

Regarding the services to be provided under this Agreement, DTJ will execute Task 1 and Task 2 Services for a **Fixed Fee of \$20,000**, excluding expenses, with the following approximate breakdown by Task. You will be billed for these services monthly, based upon percentage of completion.

Task 6: Existing LBV Entry Concept Design	\$ 7,500
Task 7: Existing LBV Entry Construction Documentation	\$ 12,500
TOTAL TASKS 4 and 5, excluding expenses	\$20,000

Additionally, DTJ and its consultants, if any, shall be reimbursed for expenses incurred in the interest of the Project. Those prices listed in DTJ's *Standard Terms of Agreement* shall apply to those reimbursable items produced in-house. Other expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at no less than cost, and at no more than cost-plus-fifteen percent (15%). Such expenses will include but are not limited to printing, visual documentation of project graphics, postage, delivery, and mileage. Any airfare or travel expenses related to the Project will be billed at 1.05 times cost.

This Agreement is for your consideration for 30 days from the date of its offering but shall be considered withdrawn if not accepted within that period.

The Client or Client's authorized agent executing this Agreement warrants he/she has read and understands its provisions and that he/she is authorized to bind the parties for which he/she signs.

DTJ's *Standard Terms of Agreement* is incorporated as part of this Agreement.

Sincerely,

Accepted by:

DTJ DESIGN, Inc.

Estes Pointe Development, LLC



7/5/2024

Dave Ignatew
Partner + Owner

Date

Signed by:


Howard Mintz

8/13/2024

Date

\\dtj-bldfs1\Share\Contracts\Moreland Capital Partners\2023_0921 Estes Pointe LOA.docx