

NOTICE OF JOINT PUBLIC MEETING
THE FREEPORT CITY COUNCIL
&
THE PLANNING COMMISSION
MONDAY, AUGUST 19TH, 2013, 6:00 P.M.
FREEPORT MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 NORTH BRAZOSPORT BLVD.
FREEPORT, TEXAS
AGENDA
FORMAL SESSION

1. Call to order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of approving the August 12th, 2013 Council Minutes. Pg. 610-11
5. Attending citizens and their business.
6. **Joint Public Hearing:** The City Council and the Planning Commission of said City will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said City, codified as Chapter 155 of the Code of Ordinances of said City, granting to Center Point Energy Houston Electric specific use permits to operate a communication towers and shelters at the following locations, within the corporate limits of said City: 1124 N. Ave. R., also known as 2304 Skinner Street and 1102 F.M. 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street being, respectively, Lots 1-24, Block 689, Velasco Townsite and Tract 1T, J. G. McNeel Survey, Abstract 335, Brazoria County, Texas, containing 0.622 acres, more or less. Pg. 612-665
7. Consideration of approving Ordinance No. 2013-2042 amending the Comprehensive Zoning Ordinance of said City to permit the specific use of Lots 1-24, Block 689, Velasco Townsite, within the corporate limits of said City known locally as 1124 N. Ave. R, also known as 2304 Skinner Street, as site for a communication tower to be operated by Center Point Energy Houston Electric. Pg. 666-671
8. Consideration of approving Ordinance No. 2013-2043 amending the Comprehensive Zoning Ordinance of said City to permit the specific use of Tract 1T, J. G. McNeel Survey, Abstract 335, Brazoria County, Texas within the corporate limits of said City known locally as 1102 F.M. 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street as site for a communication tower to be operated by Center Point Energy Houston Electric. Pg. 672-676
9. Consideration of setting September 9th, 2013 as the date for a Public Hearing on the proposed budget for the fiscal year 2013-2014. Pg. 677

10. Consideration of approving Kennemer, Masters & Lunford, Certified Public Accountants for audit services for the year ending September 30, 2013. Pg. 678-
11. Consideration of approving bid tabulation and awarding the construction of the Sanitary Sewer Line Replacement 2013 LJA Project No. E217-0020. Pg. 691-693
12. Consideration of approving Resolution No. 2013-2415 reappointing Tobey Davenport and Eddie Virgil to the Planning Commission of said City. Pg. 694
13. Consideration of approving Resolution No. 2013-2416 reappointing Lila Lloyd , James Walker, June Strambler, Nancy Hughes and Margie Edwards to the Library Board of said City. Pg. 695
14. Consideration of approving Resolution No. 2013-2417 reappointing Lalo Garcia and Iwest Strambler to the Historical Commission and Main Street Advisory Board of said City. Pg. 696
15. Consideration of approving Resolution No. 2013-2418 reappointing Raul Ramirez, Jesse Aguilar, Jim Pirrung, Tim Closs, and Michael Vandergriff to the Board of Adjustments of said City. Pg. 697
16. Consideration of approving Resolution No. 2013-2419 reappointing reappointing John F. Shults, Jr., Annette Sanford, Ken Tyner, and Raul Ramirez to the Urban Renewal Board of said City. Pg. 698
17. Consideration of approving Resolution No. 2013-2420 reappointing Guadalupe Gonzalez, Margaret L. McMahan, Michael Dohle and Michelle Backman to the Beautification, Parks and Recreation Committee. Pg. 699
18. Consideration of approving Resolution No. 2013-2421 appointing Sandra Barnett, Eric Hayes, and reappointing Annette Sanford, Jason Thompson to the Charter Review Commission of said City. Pg. 700
19. Consideration of approving Resolution No. 2013-2422 reappointing Ona Johnson, Sammy T. Moore, Martha Westbrook and Shirley Theriot to the Senior Citizens Commission of said City. Pg. 701
20. Consideration of approving Resolution No. 2013-2423 approving the By-Laws of the City of Freeport Redevelopment Authority. Pg. 702-718

Adjourn

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

In compliance with the Americans with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be

received 48 hours prior to the meeting. Please contact the City Secretary office at 979-233-3526.

I, Delia Munoz City Secretary for the City of Freeport, Texas certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, August 16th, 2013 at or before 5:00 p.m.

Delia Munoz - City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of the City of Freeport met for a Special Called Meeting on Monday, August 12th, 2013 at 6:05 p.m., at the Freeport Municipal Court Room, 430 North Brazosport Boulevard, for the purpose of considering the following agenda items:

City Council: Mayor Norma M. Garcia
Councilwoman Michelle Kent
Councilman Fred Bolton
Councilwoman Sandra Loeza
Councilwoman Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Asst. City Manager
Delia Munoz, City Secretary
Wallace Shaw, City Attorney
Brian Davis, Fire Chief
Bob Welch, Finance Director

Visitors: Annette Sanford Edward Garcia
Nicolasa Mireles Sam Reyna
Mark Friundenberg Troy Brimage
Sabrina Brimage Jerry Meeks
Jesse Aguilar

Call to order.

Mayor Norma Garcia called the meeting to order at 6:05 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Bob Welch led the Pledge of Allegiance.

Consideration of approving the August 5th, 2013 Council Minutes.

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council unanimously approved August 5th, 2013, Council Minutes. Pg. 610

Attending citizens and their business.

Mr. Edward Garcia of 1924 North Ave. G, was disappointed by the removal of the Economic Development Corporation members. He has been a member of the City Council, Planning Commission and the Board of Adjustments for several terms. Some of the new appointments to the board are not residents of Freeport and felt there are numerous capable people in the city that could serve. He asked council to rescind the resolution replacing current members to the board.

Consideration of approving Resolution No. 2013-2414 appointing Troy Brimage and Drew Ryder to the Board of the Economic Development Corporation for the remainder of the unexpired term of James A. Barnett Jr., and Kenny Kouches, respectively Trent D. Allen, Jason Travis and Mark Friundenberg to replace Lila Diehl, Mingo Marquez Jr. and Willie Garcia for a full two year term and reappointing Roy Yates for an additional two year term.

On a motion by Councilwoman Kent, seconded by Councilman Bolton, with all present voting "aye", Council approved Resolution No. 2013-2414 appointing Troy Brimage and Drew Ryder to the Board of the Economic Development Corporation for the remainder of the unexpired term of James A. Barnett Jr., and Kenny Kouches, respectively Trent D. Allen, Jason Travis and Mark Friundenberg to replace Lila Diehl, Mingo Marquez Jr. and Willie Garcia for a full two year term and reappointing Roy Yates for an additional two year term.

Consideration of proposing the City of Freeport tax rate for 2013.

On a motion by Councilman Bolton, seconded by Councilwoman Loeza, with all present voting "aye" Council unanimously proposed the tax rate of 0.675586 for the City of Freeport tax rate for 2013.

Record Vote:	Mayor Norma M. Garcia	<u>"aye"</u>
	Councilwoman Michelle Kent	<u>"aye"</u>
	Councilman Fred Bolton	<u>"aye"</u>
	Councilwoman Sandra Loeza	<u>"aye"</u>
	Councilwoman Sandra Barbree	<u>"aye"</u>

Adjourn

On a motion by Councilwoman Kent, seconded by Councilwoman Barbree, with all present voting "aye", Council adjourned at 6:19 pm.

Mayor Norma Moreno Garcia
City of Freeport, Texas

City Secretary – Delia Munoz
City of Freeport, Texas Pg. 611

TO ALL PERSONS IN INTEREST, CITIZENS, CORPORATIONS, AND FIRMS, THEIR AGENTS AND ATTORNEYS AND TO ALL PERSONS, FIRMS, AND CORPORATIONS OWNING ANY INTEREST IN THE BELOW DESCRIBED LAND OR ANY LAND LOCATED WITHIN TWO HUNDRED (200') FEET THEREOF AND TO ALL INHABITANTS AND LAND OWNERS OF AND IN THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS.

NOTICE

A joint public hearing will be held on Monday, the 19th day of August, 2013, at 6:00 o'clock p.m., central daylight savings time, at the Police Department Municipal Courtroom of the City of Freeport, Texas, located at 430 North Brazosport Boulevard, within the corporate limits of said city, in Brazoria County, Texas, at which time and place the City Council and the Planning Commission of said city will conduct a joint public hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said city, codified as Chapter 155 of the Code of Ordinances of said City, granting to Center Point Energy Houston Electric specific use permits to operate a communication towers and shelters at the following locations, within the corporate limits of said city: 1124 N. Avenue R, also known as 2304 Skinner Street and 1102 F.M. 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street being, respectively, Lots 1-24, Block 689, Velasco Townsite and Tract 1T, J.G. McNeel Survey, Abstract 335, Brazoria County, Texas, containing 0.622 acres, more or less.

**BY ORDER OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
made on the 15th day of July, 2013.**

**Delia Munoz, City Secretary,
City of Freeport, Texas**

NOTE: This notice should be published in the Brazosport Facts ONE (1) time only at least fifteen (15) full days prior to the date of the public hearing. Also, a copy of this notice must be mailed at least ten (10) full days prior to the date of the public hearing to the owner(s) of the land for which a specific use permit is being sought and to the owners of all land within 200 feet thereof.

**CITY OF FREEPORT
PLANNING COMMISSION AND CITY COUNCIL
JOINT PUBLIC HEARING
Monday, August 19, 2013, 6:00 p.m.
Freeport Police Department, Municipal Courtroom
430 North Brazosport Boulevard
Freeport, Texas**

AGENDA

Edward Garcia, Chairman
Tobey Davenport
Eddie Virgil

Rueben Cuellar
Jesse Aguilar

NOTICE is hereby given that the Planning Commission of The City of Freeport, Texas will meet in a Joint Public Hearing with the Freeport City Council on Monday, **August 19, 2013 at 6:00 P.M.** at the Police Department Municipal Courtroom, 430 North Brazosport Boulevard, Freeport, Texas to discuss the following:

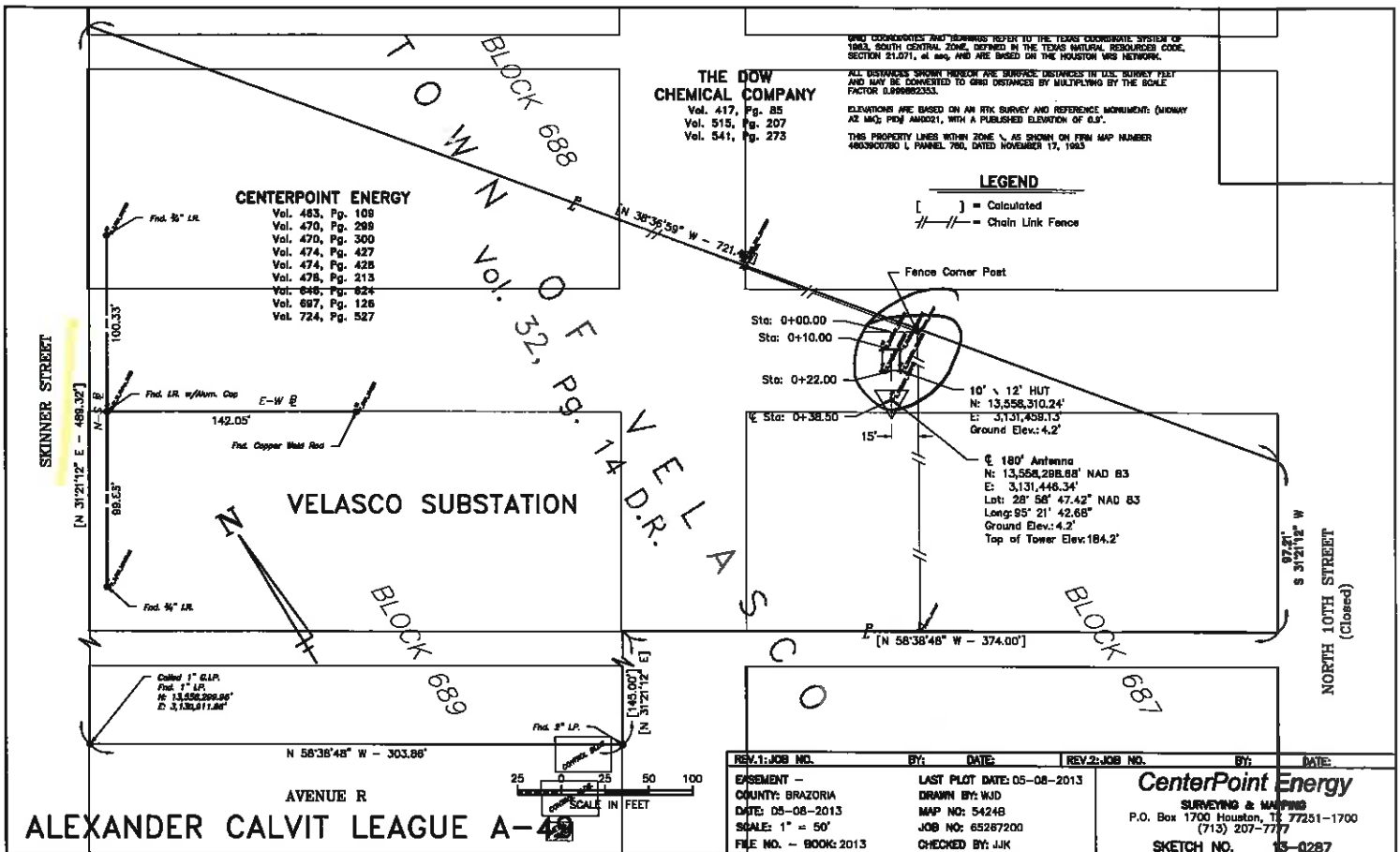
1. Call to order.
2. Conduct a Joint Public Hearing to consider a proposed amendment to the Comprehensive Zoning Ordinance and Map of said City, codified as Chapter 155 of the Code of Ordinances of said City, granting to CenterPoint Energy Houston Electric a Specific-Use Permits to operate a communication towers and shelters at the following locations, within the corporate limits of said City: 1124 North Avenue R, also known as 2304 Skinner Street and 1102 FM 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street, being respectively, Lots 1-24, Block 689, Velasco Townsite and Tract 1T, J.G McNeel Survey, Abstract 335, Brazoria County, Texas, containing 0.622 acres, more or less.
3. Make a recommendation to the City Council concerning whether or not the Comprehensive Zoning Ordinance and Map of said City, codified as Chapter 155 of the Code of Ordinances of said City should be amended to grant CenterPoint Energy Houston Electric Specific-Use Permits to erect and operate telecommunication towers and shelters at the following locations: 1124 North Avenue R, also known as 2304 Skinner Street and 1102 FM 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street, being respectively, Lots 1-24, Block 689, Velasco Townsite and Tract 1T, J.G McNeel Survey, Abstract 335, Brazoria County, Texas, containing 0.622 acres, more or less.

4. Adjourn.

NOTE: ITEMS NOT NECESSARILY DISCUSSED IN THE ORDER THEY APPEAR ON THE AGENDA. THE PLANNING COMMISSION, AT ITS DISCRETION, MAY TAKE ACTION ON ANY OR ALL OF THE ITEMS LISTED.

I, Melissa Farmer, Building/Permit Department Secretary, City of Freeport, Texas, hereby certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building with 24-hour access, at 200 West 2nd Street, Freeport, Texas, on or before **Friday, August 16, 2013, at 5:00 P.M.**

Melissa Farmer
Building/Permit Department
City of Freeport



Y

7605
7601

97-231-0000

RCR: 30597152 6.18/2013 9.50 AM
USER: 015 TERM: 011
SITE: 1236

NAME: 10.000 TRFPTS
2004 BANNER SD
1000 TRFPTS 10.000

100.00 100.00 100.00
100.00 100.00

CHARGE: 6.00

City of Freeport
Building Department
Phone: 979-233-3526

For Office Use Only

Case Number: _____
Date Filed: _____
P & Z Date: _____
Council Date: _____

Application for
Specific Use Permit

1. Address or general location of site: 2304 Skinner, Freeport, TX 77541

2. Subdivision Tron of Velasco Block 1287-659 Lots Sec 1287-659 Acres _____

3. Current Zoning Classification: Single Family Residential

4. Proposed use of the site (please be specific): Site is currently CenterPoint Energy Substation and CenterPoint is proposing to install communication tower and shelter.

Plots: V463/109; V470/299; V472/200; V474/427; V474/428; V478/213; V646/624; V697/126; V724/527 BCDR

5. Reason for requesting a specific use permit: Communication Tower and Shelter

I hereby certify that I am the owner or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00 to cover the cost of this specific use permit application has been paid to the City of Freeport on _____, 20____. I also certify that I have been informed and understand the regulations regarding specific use permits as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission and the City Council public hearings.

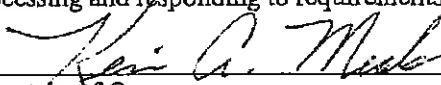
Owner's Signature: Kevin A. Meals

Owner's Name: CenterPoint Energy Houston Electric, LLC, Kevin Meals, agent & attorney-in-fact

Address: P.O. Box 1700

City, State, Zip: Houston, TX 77251-1700 Phone: (713) 207-6389

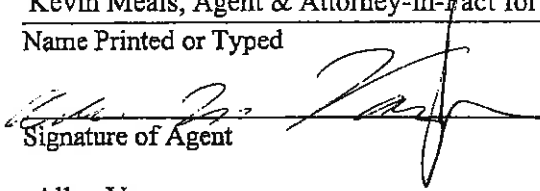
In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below to act in the capacity as my agent for the application, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person with the City (and vice versa) in processing and responding to requirements, information or issues relative to this request.



Signature of Owner

Kevin Meals, Agent & Attorney-in-Fact for CenterPoint Energy Houston Electric, LLC

Name Printed or Typed



Signature of Agent

Allen Varner

Name Printed or Typed

Address of Agent: 1111 Louisiana, Houston, TX 77002

Agent's Phone Number: (713) 207-5868

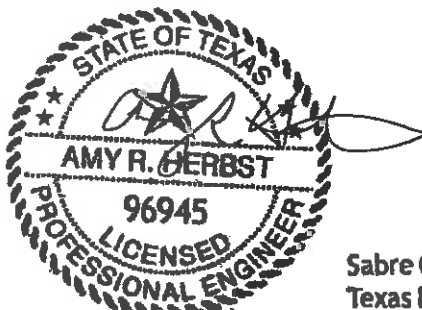
Structural Design Report
180' S3R Series SD Self-Supporting Tower
Site: ~~Hillie~~ Substation, TX
Velasco

Prepared for: Centerpoint Energy, Inc.
by: Sabre Towers & Poles™

Job Number: 66080

September 7, 2012

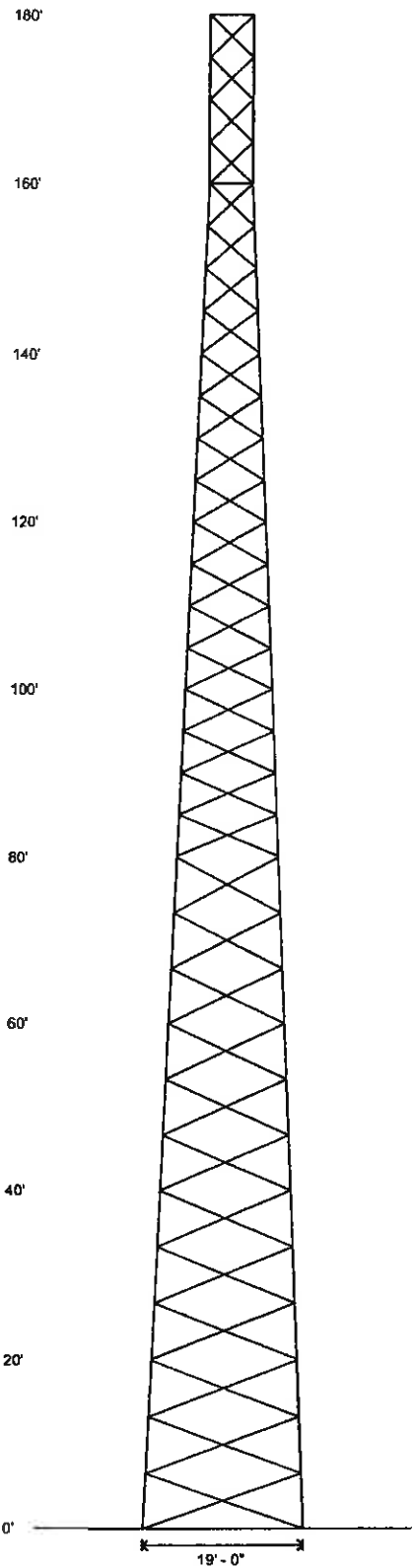
Tower Profile.....	1
Foundation Design Summary (Option 1).....	2
Foundation Design Summary (Option 2).....	3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-19



9/7/12

Sabre Communications Corporation
Texas Registration Number F-4365

Legs	4.0 S.R.	3.75 S.R.	3.5 S.R.	3.0 S.R.	2.75 S.R.	2.5 S.R.	2.25 S.R.	1.75 S.R.
Diagonals	L 3 1/2 X 3 1/2 X 1/4	L 3 X 3 X 1/4	L 3 X 3 X 3/16	L 2 1/2 X 2 1/2 X 1/4	L 2 1/2 X 2 1/2 X 3/16	L 2 X 2 X 1/4	L 2 X 2 X 3/16	L 2 X 2 X 1/8
Horizontals	(1) 3/4"	(1) 3/4"	NONE	NONE	NONE	NONE	NONE	NONE
Brace Bolts	15.5'	13.75'	12'	10.25'	8.5'	6.75'	5'	5'
Top Face Width	17.25'	12 @ 5.6667'	12 @ 5.6667'	12 @ 5.6667'	20 @ 5'	20 @ 5'	20 @ 5'	20 @ 5'
Panel Count/Height	4823	4173	3328	2918	2270	1807	1502	962
Section Weight	5086							



Designed Appurtenance Loading

Elev	Description	Tx-Line
177	(3) Flush Mount	
177	(3) 28in x 7in x 4in Panel Antennas	(3) 7/8"
170	Leg Dish Mount	
170	Leg Dish Mount	
170	(1) 8' H.P. Dish	(1) EW63
170	(1) 8' H.P. Dish	(1) EW52
156.5	(1) 13' x 3in Omni Whip Antenna	
151	Leg Dish Mount	
151	(1) 8' H.P. Dish	(1) EW63
150	3ft Sidearm	
150		(1) 1 5/8"
140	Leg Dish Mount	
140	Leg Dish Mount	
140	(1) 6' H.P. Dish	(1) EW63
140	(1) 6' H.P. Dish	(1) EW52
131.5	(1) 13' x 3in Omni Whip Antenna	
125	3ft Sidearm	
125		(1) 1 5/8"
121	Leg Dish Mount	
121	(1) 6' H.P. Dish	(1) EW63

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	57.67	Shear (kips)	33.89
Axial (kips)	67.55	Compression (kips)	357
Moment (ft-kips)	5682	Uplift (kips)	323
Torsion (ft-kips)	23.08		

Material List

Display	Value
A	L 2 X 2 X 3/16
B	L 2 X 2 X 1/8

Notes

- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3R Series SD.
- 5) Transmission lines are to be attached to standard 8 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 1/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 45.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 120 mph with 0" of radial ice, and 30 mph with 1/2" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.

	Sabre Communications Corporation 2101 Murray Street P.O. Box 656 Sioux City, IA 51102-0656 Phone: (712) 258-6680 Fax: (712) 258-6258	Job: 66080 Customer: Centerpoint Energy, Inc. Site Name: [REDACTED] Substation, TX Description: 180' S3R Date: 9/7/2012 By: ARH
	Pg. 620	

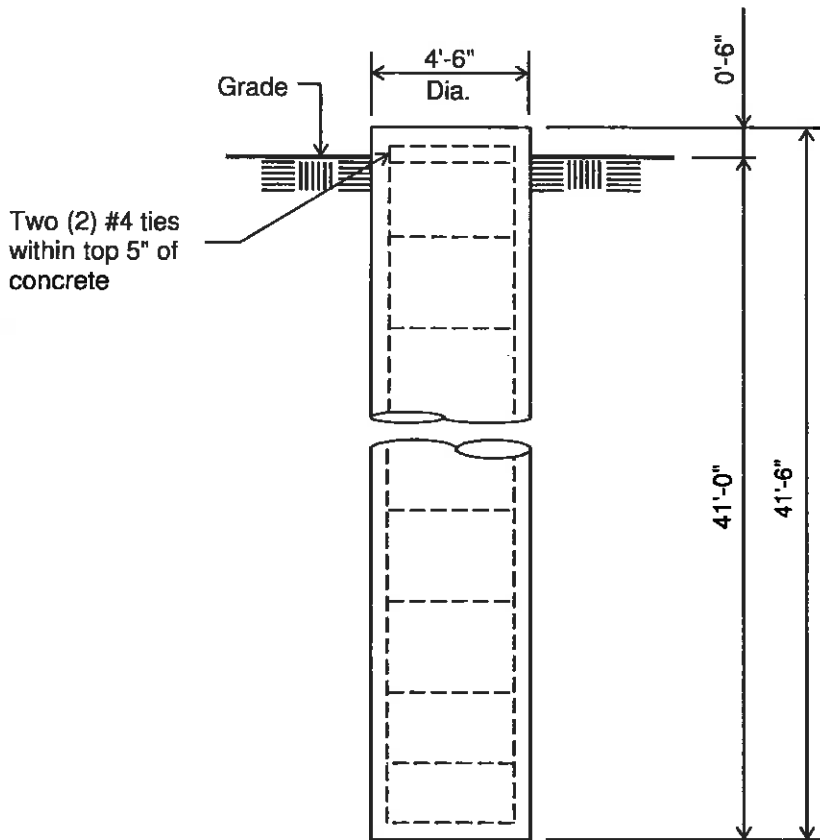
Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 560 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

Customer: Centerpoint Energy, Inc.

Site: Hillie Substation, TX

Verasco

180 ft. Model S3R Series SD Self Supporting Tower At
120 mph Wind with no ice and 30 mph Wind with 0.5 in. Ice per ANSI/TIA-222-G.
Antenna Loading per Page 1



ELEVATION VIEW
(24.45 Cu. Yds. each)
(3 REQUIRED; NOT TO SCALE)

Notes:

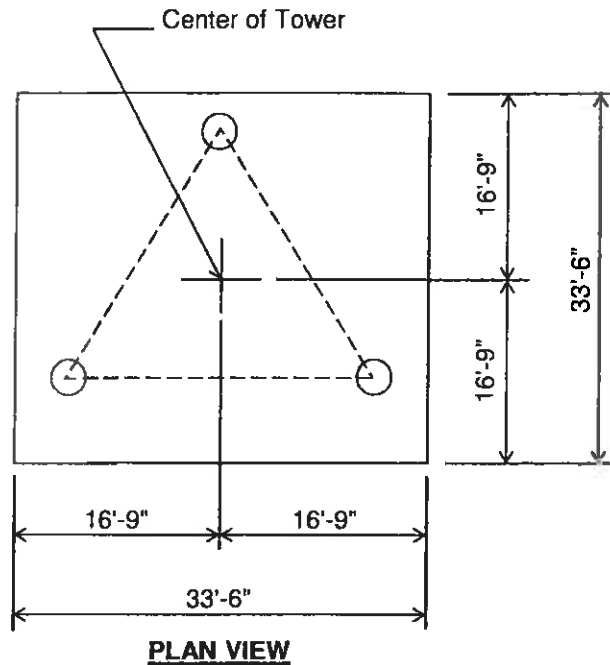
- 1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Geotech Engineering and Testing, Project # 12-531E, Dated 8/21/12
- 6). See the geotechnical report for drilled pier installation requirements, if specified.
- 7). The foundation is based on the following factored loads:
Factored uplift (kips) = 322.93
Factored download (kips) = 356.89
Factored shear (kips) = 33.89
- 8). This is a design drawing only. Please see final construction drawings for all installation details.

Rebar Schedule per Pier	
Pier	(20) #7 vertical rebar w/#4 ties, two (2) within top 5" of pier then 12" C/C

Customer: Centerpoint Energy, Inc.

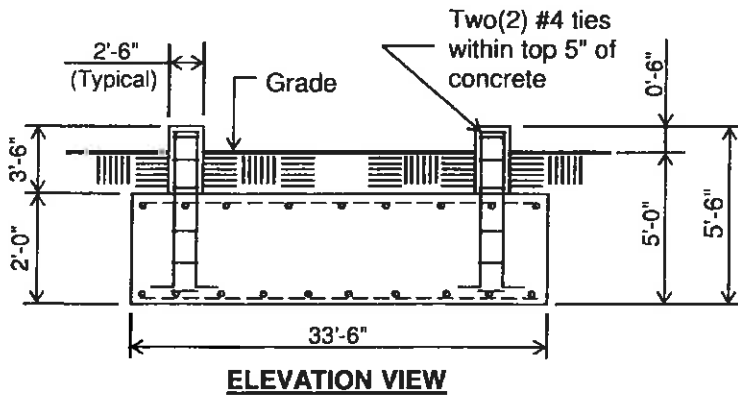
Site: ~~FMH~~ Substation, TX
Velasco

180 ft. Model S3R Series SD Self Supporting Tower At
120 mph Wind with no ice and 30 mph Wind with 0.5 in. Ice per ANSI/TIA-222-G.
Antenna Loading per Page 1



Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Geotech Engineering and Testing, Project # 12-531E, Dated 8/21/12



(85.04 Cu. Yds.)
(1 REQD.; NOT TO SCALE)

6). See the geotechnical report for compaction requirements, if specified.

7). The foundation is based on the following factored loads:
Factored download (kips) = 35.49
Factored overturn (kip-ft) = 5681.76
Factored shear (kips) = 57.67

8). This is a design drawing only. Please see final construction drawings for all installation details.

Rebar Schedule per Mat and per Pier	
Pier	(10) #9 vertical rebar w/hooks at bottom w/#4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(54) #7 horizontal rebar evenly spaced each way top and bottom. (216 total)

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles.

B681-P
L 1-2 PT

527

11929

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That The Dow Chemical Company, a Delaware corporation with a permit to do business in Texas, hereinafter called "GRANTOR" for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by the Houston Lighting and Power Company, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Houston Lighting and Power Company, a Texas corporation, hereinafter "GRANTEE", (three (3) parcels of land in Velasco Townsite, Brazoria County, Texas, according to a map of said Velasco Townsite recorded in Volume 32, Page 14, of the Deed Records of Brazoria County, Texas. The parcels of land are described as follows:

Coordinates and bearings are referred to the Texas Plane Coordinate System, South Central Zone, as established by the U S C & G S 1934, and derived from triangulation station "Jones 1931" x = 3,144,752.7; Y = 430,448.4.

FIRST PARCEL:

Being out of Block No. 688 of Velasco Townsite and being all of Lots 1 and 2 of said Block 688 and that portion of lots 5, 6, 7, 8, 9, 10, 11, and 12 of said Block 688 described as follows:

COMMENCING at a 1-inch Galvanized Iron Pipe set in the most westerly corner of Block 688, said 1-inch Iron Pipe having coordinate X = 3,162,683.4; Y = 435,155.0; THENCE S 58° 37' 40" E along the southwesterly line of said Block 688, same being the north-easterly line of Avenue S a distance of 102 feet to the most westerly corner of Lot No. 5 and the point of beginning.

THENCE from point of beginning N 31° 22' 20" E along the north-westerly line of Lot No. 5 a distance of 112.13 feet to a point for corner;

THENCE S 38° 35' 20" E, crossing Lots 5, 6, 7, 8, 9, 10, 11 and 12 a distance of 215.01 feet to a point for corner, said point being in the southeasterly line of said Block No. 688 and being N 31° 22' 20" E 38.44 feet from the most southerly corner of said Block No. 688;

THENCE S 31° 22' 20" W along the southeasterly line of said Block No. 688, same being the northwesterly line of North 11th Street a distance of 38.44 feet to a 1-inch Galvanized Iron Pipe set for the most southerly corner of said Block No. 688.

THENCE N 58° 37' 40" W following the southwesterly line of Block 688 and the northeasterly line of Avenue S a distance of 202.0 feet to the place of beginning.

Being also that portion of Lot 24 of said Block No. 688 described as follows:

COMMENCING at said 1-inch Galvanized Iron pipe set in the most westerly corner of said Block No. 688, having coordinate X = 3,162,683.4, Y = 435,155.0; THENCE N 31° 22' 20" E following the northwesterly line of said Block No. 688 and the south-easterly line of North 12th St. a distance of 145.0 feet the most westerly corner of Lot No. 24, and the place of beginning;

Pg. 622

Center Point
~~*Block*~~
B687A
Lots 1-2 PART
See parcel #3

THENCE from point of beginning continuing N 31° 22' 20" E following the northwesterly line of said Block No. 688 and the southeasterly line of North 12th St. a distance of 4.32 feet to a point for corner;

THENCE S 38° 35' 20" E 12.60 feet to a point in the southwesterly line of said Lot 24 and the northeasterly line of a 20 foot wide alley, said point being located S 58° 37' 40" E 11.84 feet from the most westerly corner of said Lot 24;

THENCE N 58° 37' 40" W following the southwesterly line of said Lot 24 and the northeasterly line of said 20 foot alley a distance of 11.84 feet to the place of beginning.

SECOND PARCEL:

Being out of Block No. 687 of Velasco Townsite and being all of Lots No. 17, 18, 20, 21 and 23 of said block, and that portion of lots 13 and 14 described as follows:

COMMENCING at a 1-inch galvanized iron pipe having coordinate X = 3,163,225.9; Y = 434,742.3 set for the most easterly corner of said Block No. 687, THENCE S 31° 22' 20" W following the southeasterly line of said Block No. 687 a distance of 27.97 feet to point of beginning;

THENCE from point of beginning, continuing S 31° 22' 20" W along the southeasterly line of said Block 687 a distance of 97.21 feet to a 1-inch galvanized iron pipe for corner, said pipe being in the most southerly corner of Lot No. 13;

THENCE N 58° 37' 40" W following the southwesterly line of Lots No. 13 and 14 a distance of 52 feet to the most westerly corner of said Lot No. 14 for corner;

THENCE N 31° 22' 20" E along the northwesterly line of said Lot No. 14, a distance of 116.18 feet to a point for corner;

THENCE S 38° 35' 20" E crossing said Lots 14 and 13 a distance of 55.35 feet to the place of beginning.

THIRD PARCEL:

Being a portion of Lots 1 and 2 of Block No. 687A of Velasco Townsite, described as follows:

BEGINNING at the most westerly corner of said Block No. 687A, said point having coordinate X = 3,163,002.7; Y = 434,960.3;

THENCE from the point of beginning N 31° 22' 20" E following the northwesterly line of Block 687A and the southeasterly line of North 11th St. a distance of 12.91 feet to a point for corner;

THENCE S 38° 35' 20" E, crossing Lot 1 and a portion of Lot 2, a distance of 37.68 feet to a point in the southwesterly line of said Block 687A for corner;

THENCE N 58° 37' 40" W following the southwesterly line of said Block 687A and the northeasterly line of Avenue S a distance of 35.40 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTOR, its successors or assigns forever; and the GRANTOR hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the premises unto the GRANTEE, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it.

EXECUTED this the 31st day of January, 1957.

THE DOW CHEMICAL COMPANY

By A. P. Beutel
Vice President

Handwritten initials

ATTEST:
Ruth Summers
Assistant Secretary



THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. P. Beutel, Vice President of The Dow Chemical Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Dow Chemical Company, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3/20 day of January, 1957.



Margaret Allen
Notary Public in and for
Brazoria County, Texas

MARGARET ALLEN
Notary Public in and for Brazoria County, Texas
My Commission Expires June 1, 1957

APPROVED AS TO FORM
BAKER, DOTT, ANDREWS & SHEPHERD
BY M. Robinson

Filed for record at 2:20 o'clock A. M. Sept. 12, 1957, H. R. Stevens, Jr.,
Clerk County Court, Brazoria Co., Texas, By M. Robinson Deputy

1225-WARRANTY DEED—Without Vendor's Lien—Class 4 (Rev. 3-29-54)

The Blank Co. - Austin

5252

THE STATE OF TEXAS

11931

Know All Men by These Presents:

County of Brazoria

That W. Lee Bailey Hellman and wife Mary R. Hellman

of the County of Brazoria and State of Texas in consideration of

the sum of Ten Dollars (\$10.00) and other good and valuable consi- ~~derations~~

paid by R. L. Summers

receipt of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist, have Granted,

Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

R. L. Summers

of the County of Brazoria and State of Texas

tract or parcel of land situated in the County of Brazoria

all that certain
Pg. 623
and State of Texas, to-wit:

13687
Lt 17-18 A
Lt 13-14 PT

527

11929

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That The Dow Chemical Company, a Delaware corporation with a permit to do business in Texas, hereinafter called "GRANTOR" for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by the Houston Lighting and Power Company, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Houston Lighting and Power Company, a Texas corporation, hereinafter "GRANTEE", (three (3) parcels of land in Velasco Townsite, Brazoria County, Texas, according to a map of said Velasco Townsite recorded in Volume 32, Page 14, of the Deed Records of Brazoria County, Texas. The parcels of land are described as follows:

Coordinates and bearings are referred to the Texas Plane Coordinate System, South Central Zone, as established by the U S C & G S 1934, and derived from triangulation station "Jones 1931" X = 3,144,752.7; Y = 430,448.4.

FIRST PARCEL:

Being out of Block No. 688 of Velasco Townsite and being all of Lots 1 and 2 of said Block 688 and that portion of lots 5, 6, 7, 8, 9, 10, 11, and 12 of said Block 688 described as follows:

COMMENCING at a 1-inch Galvanized Iron Pipe set in the most westerly corner of Block 688, said 1-inch Iron Pipe having coordinate X = 3,162,683.4; Y = 435,155.0; THENCE S 58° 37' 40" E along the southwesterly line of said Block 688, same being the north-easterly line of Avenue S a distance of 102 feet to the most westerly corner of Lot No. 5 and the point of beginning.

THENCE from point of beginning N 31° 22' 20" E along the north-westerly line of Lot No. 5 a distance of 112.13 feet to a point for corner;

THENCE S 38° 35' 20" E, crossing Lots 5, 6, 7, 8, 9, 10, 11 and 12 a distance of 215.01 feet to a point for corner, said point being in the southeasterly line of said Block No. 688 and being N 31° 22' 20" E 38.44 feet from the most southerly corner of said Block No. 688;

THENCE S 31° 22' 20" W along the southeasterly line of said Block No. 688, same being the northwesterly line of North 11th Street a distance of 38.44 feet to a 1-inch Galvanized Iron Pipe set for the most southerly corner of said Block No. 688.

THENCE N 58° 37' 40" W following the southwesterly line of Block 688 and the northeasterly line of Avenue S a distance of 202.0 feet to the place of beginning.

Being also that portion of Lot 24 of said Block No. 688 described as follows:

COMMENCING at said 1-inch Galvanized Iron pipe set in the most westerly corner of said Block No. 688, having coordinate X = 3,162,683.4, Y = 435,155.0; THENCE N 31° 22' 20" E following the northwesterly line of said Block No. 688 and the south-easterly line of North 12th St. a distance of 145.0 feet the most westerly corner of Lot No. 24, and the place of beginning;

Pg. 624

THENCE from point of beginning continuing N 31° 22' 20" E following the northwesterly line of said Block No. 688 and the southeasterly line of North 12th St. a distance of 4.32 feet to a point for corner;

THENCE S 38° 35' 20" E 12.60 feet to a point in the southwesterly line of said Lot 24 and the northeasterly line of a 20 foot wide alley, said point being located S 58° 37' 40" E 11.84 feet from the most westerly corner of said Lot 24;

THENCE N 58° 37' 40" W following the southwesterly line of said Lot 24 and the northeasterly line of said 20 foot alley a distance of 11.84 feet to the place of beginning.

SECOND PARCEL:

Being out of Block No. 687 of Velasco Townsite and being all of Lots No. 17, 18, 20, 21 and 23 of said block, and that portion of lots 13 and 14 described as follows:

COMMENCING at a 1-inch galvanized iron pipe having coordinate X = 3,163,225.9; Y = 434,742.3 set for the most easterly corner of said Block No. 687, THENCE S 31° 22' 20" W following the southeasterly line of said Block No. 687 a distance of 27.97 feet to point of beginning;

THENCE from point of beginning, continuing S 31° 22' 20" W along the southeasterly line of said Block 687 a distance of 97.21 feet to a 1-inch galvanized iron pipe for corner, said pipe being in the most southerly corner of Lot No. 13;

THENCE N 58° 37' 40" W following the southwesterly line of Lots No. 13 and 14 a distance of 52 feet to the most westerly corner of said Lot No. 14 for corner;

THENCE N 31° 22' 20" E along the northwesterly line of said Lot No. 14, a distance of 116.18 feet to a point for corner;

THENCE S 38° 35' 20" E crossing said Lots 14 and 13 a distance of 55.35 feet to the place of beginning.

THIRD PARCEL:

Being a portion of Lots 1 and 2 of Block No. 687A of Velasco Townsite, described as follows:

BEGINNING at the most westerly corner of said Block No. 687A, said point having coordinate X = 3,163,002.7; Y = 434,960.3;

THENCE from the point of beginning N 31° 22' 20" E following the northwesterly line of Block 687A and the southeasterly line of North 11th St. a distance of 12.91 feet to a point for corner;

THENCE S 38° 35' 20" E, crossing Lot 1 and a portion of Lot 2, a distance of 37.68 feet to a point in the southwesterly line of said Block 687A for corner;

THENCE N 58° 37' 40" W following the southwesterly line of said Block 687A and the northeasterly line of Avenue S a distance of 35.40 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTOR, its successors or assigns forever; and the GRANTOR hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the premises unto the GRANTEE, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it.

EXECUTED this the 31st day of January, 1977. 625

THE DOW CHEMICAL COMPANY
By A. P. Beutel
Vice President

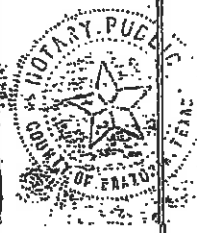
ATTEST:
Luther Evans
Assistant Secretary



THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. P. Beutel, Vice President of The Dow Chemical Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Dow Chemical Company, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of January, 1957.



Margaret Allen
Notary Public in and for
Brazoria County, Texas

MARGARET ALLEN
Notary Public in and for Brazoria County, Texas
My Commission Expires June 1, 1957

APPROVED AS TO FORM
MAKER, NOTES, ANDREWS & SHEPHERD
BY M. C. Brown

Filed for Record at 2:25 o'clock P. M. Sept. 12, 1957 H. R. Stevens, Jr.,
Clerk County Court, Brazoria Co., Texas, By M. R. ... Deputy

1955 - WARRANTY DEED - Without Vendor's Lien - Class 4 (Rev. Sept. 1947)

The State of Texas

THE STATE OF TEXAS
County of Brazoria

11931

Know All Men by These Presents:

That we, Leo Bailey Hellman and wife Mary R. Hellman
of the County of Brazoria and State of Texas in consideration of
the sum of Ten Dollars (\$10.00) and other good and valuable consi-
derations
paid by R. L. Summers

receipt of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist, have Granted,
Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
R. L. Summers

of the County of Brazoria and State of Texas all that certain
tract or parcel of land situated in the County of Brazoria and State of Texas, to-wit:

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B487
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126

THE STATE OF TEXAS
COUNTY OF BRAZORIA

12614

KNOW ALL MEN BY THESE PRESENTS:

THAT We, Mrs Sophie Montgomery Dougan and husband, Frank H Dougan, Mrs Lorene Montgomery Simpson and husband, Arthur C Simpson, Mrs Anna Montgomery Lloyd and husband, Bert D Lloyd, and Mrs Ruby Montgomery Barclay and husband, Logan Barclay, all of Cleburne, Johnson County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) CASH to us in hand paid by Houston Lighting & Power Company, and other considerations, the receipt of all of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation domiciled in Houston, Harris County, Texas, the following described property located in Brazoria County, Texas, to-wit:

Lot No Fifteen (15) in Block No Six-hundred Eighty-seven (687) in the Town of Velasco, as per map recorded in Volume 32, Page 14 et sequence of the Deed Records of Brazoria County, Texas, and being a part of the property described in deed dated August 31, 1909 from Carlos Bee et al to R Montgomery, recorded in Volume 94, Page 82 of Brazoria County Deed Records, and being also the same property described in deed dated February 14, 1933 from R L Montgomery to Mrs Frank H Dougan, recorded in Volume 301, Page 228 of Brazoria County Deed Records.

Grantors herein reserve all oil, gas and other minerals in, on and under the property herein conveyed, but it is expressly understood and agreed that Grantors shall not be permitted to drill or operate for minerals on the property herein conveyed.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Houston Lighting & Power Company, its successors or assigns, forever, and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Houston Lighting & Power Company, its successors and assigns, against every person whosoever lawfully claiming or to claim the same, or any part thereof.

TAXES FOR THE YEAR 1957 shall be prorated as of date of deed.

WITNESS our hands this 30 day of September; A D 1957.



X Mrs Sophie Montgomery Dougan
Mrs Sophie Montgomery Dougan

Frank H Dougan
Frank H Dougan

X Mrs Lorene Montgomery Simpson
Mrs Lorene Montgomery Simpson

Arthur C Simpson
Arthur C Simpson

Mrs Anna Montgomery Lloyd
Mrs Anna Montgomery Lloyd

Bert D Lloyd
Bert D Lloyd

X Mrs Ruby Montgomery Barclay
Mrs Ruby Montgomery Barclay

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Logan Barclay
Logan Barclay

APPROVED AS TO FORM:
B. B. A. & S.
BY A. H. F.

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

BEFORE ME, the undersigned authority, a Notary Public in and for Johnson County, Texas, on this day personally appeared Frank H Dougan and wife, Mrs Sophie Montgomery Dougan, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs Sophie Montgomery Dougan, wife of the said Frank H Dougan, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs Sophie Montgomery Dougan, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 30 day of September
A D 1957.
L. Sanson
Notary Public, Johnson County, Texas

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

BEFORE ME, the undersigned authority, a Notary Public in and for Johnson County, Texas, on this day personally appeared Arthur C Simpson and wife, Mrs Lorene Montgomery Simpson, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs Lorene Montgomery Simpson, wife of the said Arthur C Simpson, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs Lorene Montgomery Simpson, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 30 day of September
A D 1957.
L. Sanson
Notary Public, Johnson County, Texas

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

BEFORE ME, the undersigned authority, a Notary Public in and for Johnson County, Texas, on this day personally appeared Bert D Lloyd and wife, Mrs Anna Montgomery Lloyd, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs Anna Montgomery Lloyd, wife of the said Bert D Lloyd, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs Anna Montgomery Lloyd, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 30 day of September
A D 1957.
L. Sanson
Notary Public, Johnson County, Texas

THE STATE OF TEXAS |
COUNTY OF JOHNSON |

BEFORE ME, the undersigned authority, a Notary Public in and for Johnson County, Texas, on this day personally appeared Logan Barclay and wife, Mrs Ruby Montgomery Barclay, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs Ruby Montgomery Barclay, wife of the said Logan Barclay,

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having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs Ruby Montgomery Savvlay, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 30 day of September A D 1957.

L. J. Sanson
Notary Public, Johnson County, Texas

Filed for Record at *12:15* o'clock *12:15* P.M. *1957* by *H. R. Stevens, Jr.*
Clerk County Court, Brazoria Co., Texas, By *H. R. Stevens, Jr.* Deputy.

12618

IN THE PROBATE COURT OF BOONE COUNTY, ARKANSAS

In The Matter Of The Estate Of Allan Rice Stevens, deceased.

No. 23

ORDER PROBATING WILL

On this 20th day of January, 1957, came on for hearing the verified application of Mrs. Lela B. Stevens, a resident of Boone County, Arkansas, for the probate of an instrument in writing dated March 6, 1956, purporting to be the last will and testament of Allan Rice Stevens, deceased; and from a consideration of such application, proof taken thereon, and other matters, things and proof before the court the court doth find:

That Allan Rice Stevens, the testator, was at the time of the execution of said will, an adult of full age and of sound mind; that he died in Boone County, Arkansas, on the 21st day of January, 1957, being then and prior thereto domiciled in the County of Boone, State of Arkansas; that this court has jurisdiction of his estate; that statements of the evidence introduced herein are filed herein as required by law and proved to the satisfaction of the court, that said instrument was duly executed with all the formalities required by law and that it is the valid last will of Allan Rice Stevens, the testator, and has not been revoked; that all the necessary parties in interest are duly before the court and the petitioner, Mrs. Lela B. Stevens is the widow of the said Allan Rice Stevens, deceased, and is not disqualified by law from accepting Letters of Administration.

The court finds from the evidence introduced in the case, it appears there is no debt due by said estate and that there is no necessity for an administration on said estate, and no necessity for the appointment of a legal representative.

It is, therefore, ordered, adjudged and decreed that said will be and the same is hereby admitted to probate and record as the last will of the said Allan Rice Stevens, deceased; that the testimony aforesaid shall be recorded in the records of this court and that no Letters Testamentary shall be issued herein.

Pg. 628

B 681
L 16

THE STATE OF MICHIGAN
COUNTY OF WAYNE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rosalynde Johnston, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of January, A.D., 1949. 1950

Jama N. Donahue
Notary Public
County, Michigan
My Commission Expires Oct. 15, 1951

Filed for Record at 11 o'clock P.M. Feb. 2, 1950, Holl Stevens, Jr.,
Clerk County Court, Brazoria County, Texas By *W. A. ...* Deputy

1202

THE STATE OF TEXAS |
COUNTY OF BRAZORIA | KNOW ALL MEN BY THESE PRESENTS:

THAT We, Julia Mary Spooner Feighl and husband, Eric F Feighl, of Harris County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) CASH to us in hand paid by Houston Lighting & Power Company, and other considerations, the receipt of all of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation domiciled in Houston, Harris County, Texas, the following described property located in Brazoria County, Texas, to-wit:

Lot No Sixteen (16) in Block No Six Hundred Eighty-Seven (687) in the Town of Velasco, as per map recorded in Volume 32, Page 14 et sequence of the Deed Records of Brazoria County, Texas, and being a part of the property described in deed dated December, 1941 from Anna Knight Spooner et al to Julia Mary Spooner Feighl, recorded in Volume 360, Page 622 of Brazoria County Deed Records.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Houston Lighting & Power Company, its successors or assigns, forever, and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Houston Lighting & Power Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

TAXES up to, and including the year 1949 shall be paid by Grantors.

WITNESS our hands this 7 day of January, A D 1950.

Julia Mary Spooner Feighl
Julia Mary Spooner Feighl
Pg. 629

B687
L19

1456

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That I, Hassell Bragg, a resident of the County of Jefferson, State of Texas, for and in consideration of the sum of Ten Dollars and other consideration to me in hand paid by Houston Lighting & Power Company, a Texas Corporation, with principal offices in the City of Houston, State of Texas, the receipt of which consideration is hereby acknowledged and confessed, HAVE GRANTED, SOLD AND CONVEYED and do by these presents grant, sell and convey unto the said Houston Lighting & Power Company the following described property situated in the County of Brazoria, State of Texas, to-wit:

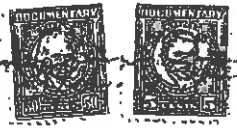
Lot No. 19, in Block No. 687, in the Town of Velasco, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Houston Lighting & Power Company, its successors and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said Houston Lighting & Power Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, to and under me and no further.

IN TESTIMONY WHEREOF I have hereunto set my hand at Beaumont, Texas, this _____ day of _____, A. D. 1950.

Hassell Bragg
HASSELL BRAGG



THE STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Hassell Bragg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1950.

30 day of May, 1950.



(E.R. WRIGHT)

E.R. Wright
NOTARY PUBLIC IN AND FOR JEFFERSON
COUNTY, TEXAS.

Filed for Record at 2:22 o'clock A.M., May 2, 1950, H.H. Stevens, Jr.,
Clerk County Court, Brazoria County, Texas. By Jessie Alford, Deputy.

1457

THE STATE OF TEXAS |
COUNTY OF UPSHUR |

Before me, the undersigned authority, on this day personally appeared Charles Hassell Bragg, well known to me, who, after being by me duly sworn, did, on his oath, depose and say: I am the identical Charles Hassell Bragg named as grantee in that certain deed of conveyance executed by Mrs. Nettie Bragg and acknowledged by her before Hugh E. Humphrey, a Notary Public in and for Orleans Parish, Louisiana, on November 29, 1930, conveying Lot No. 19 in Block 687 in the Town of Velasco, Brazoria County, Texas, the grantor in that deed, Mrs. Nettie Bragg, was my grandmother. She died in the year 1935 while a resident of Orleans Parish, State of Louisiana. She left no will, and no administration was had on her estate. My grandmother was married twice. The first time to Thadwood Edmonson, from whom she was later divorced. There was no child born to that marriage. Her second marriage was to Charles Bragg, my grandfather, on or about the year 1888. Of that marriage there was born one child, Hassell Bragg, who now resides in Beaumont, Texas, and is still living. He is my father. The above-mentioned lot of land was conveyed to my grandmother, Mrs. Nettie Bragg, on or about the 31st day of August, 1909, while she was married to my grandfather, Charles Bragg. So far as I know, it was bought with the funds of that marriage. My grandfather, Charles Bragg, died at Beaumont, Texas, in the year 1913 and was buried at Moss Point, Mississippi. He did not leave any will and no administration of any character was had on his estate. He never adopted a child. My grandfather, Charles Bragg, had been married once before his marriage to my grandmother, Nettie

Pg. 631

B-687
L-22

1965

THE STATE OF TEXAS |
COUNTY OF BRAZORIA |

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Q A Morton, of Jefferson County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) CASH to me in hand paid by Houston Lighting & Power Company, and other considerations, the receipt of all of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation domiciled in Houston, Harris County, Texas, the following described property located in Brazoria County, Texas, to-wit:

Lot No Twenty-two (22) in Block No Six Hundred Eighty-seven (587) in the Town of Velasco, as per map recorded in Volume 32, Page 14 et sequance of the Deed Records of Brazoria County, Texas, and being a part of the property described in deed dated August 31, 1909 from Carlos Bee et al, Trustees, to Q A Morton, recorded in Volume 94, Page 28A of Brazoria County Deed Records.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Houston Lighting & Power Company, its successors or assigns, forever, and I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Houston Lighting & Power Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

TAXES up to, and including the year 1949 shall be paid by Grantor.

WITNESS my hand this 26 day of March, A D 1950.

Q A Morton
Q A Morton

THE STATE OF TEXAS |
COUNTY OF Brazoria |

BEFORE ME, the undersigned authority, a Notary Public in and for Jefferson County, Texas, on this day personally appeared Q A Morton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26 day of March A D 1950.



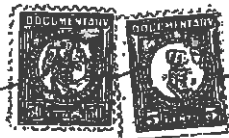
Dorothy W. Rees
Notary Public, BRAZORIA COUNTY, TEXAS
Dorothy W. Rees, Brazoria, County, Texas

Filed for Record at Two o'clock A.M. 26 March, 1950, H.H. Stevens, Jr., Clerk County Court, Brazoria County, Texas. By the Hon. J. J. Stevens Deputy.

B687
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300

Eric F. Feigl
Eric F Feigl



STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Eric F Feigl and wife, Julia Mary Spooner Feigl, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Julia Mary Spooner Feigl, wife of the said Eric F Feigl, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Julia Mary Spooner Feigl, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 7 day of January, A D 1950.

Wesley Smith
Notary Public, Harris County, Texas

WESLEY SMITH
Notary Public in and for Harris County, Texas

Filed for Record at 10:00 o'clock P.M., Jan. 7, 1950, H.R. Stevens, Jr., Clerk County Court, Brazoria County, Texas By Wesley Smith Deputy

THE STATE OF TEXAS |
COUNTY OF BRAZORIA |

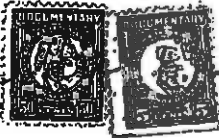
KNOW ALL MEN BY THESE PRESENTS:

THAT I, B F Carrington, of Harris County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) CASH to me in hand paid by Houston Lighting & Power Company, and other considerations, the receipt of all of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation, domiciled in Houston, Harris County, Texas, the following described property located in Brazoria County, Texas, to-wit:

Lot No Twenty-four (24) in Block No Six Hundred Eighty-seven (687) in the Town of Velasco, as per map recorded in Volume 32, Page 14 of sequence of the Dead Records of

Pg. 633

Eric F Feigl
Eric F Feigl



STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Eric F Feigl and wife, Julia Mary Spooner Feigl, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Julia Mary Spooner Feigl, wife of the said Eric F Feigl, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Julia Mary Spooner Feigl, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 7 day of January, A D 1950.

Wesley Smith
Notary Public, Harris County, Texas

WESLEY SMITH
Notary Public in and for Harris County, Texas

Filed for Record at Two o'clock PM, Feb. 2, 1950, Ed. Stevens, Jr., Clerk County Court, Brazoria County, Texas By Wesley Smith Deputy

THE STATE OF TEXAS |
COUNTY OF BRAZORIA |

KNOW ALL MEN BY THESE PRESENTS:

THAT I, B F Carrington, of Harris County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) CASH to me in hand paid by Houston Lighting & Power Company, and other considerations, the receipt of all of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation, domiciled in Houston, Harris County, Texas, the following described property located in Brazoria County, Texas, to-wit:

Lot No Twenty-four (24) in Block No Six Hundred Eighty-seven (687) in the Town of Velasco, as per map recorded in Volume 32, Page 14 et sequence of the Deed Records of

Brazoria County, Texas, and being a part of the property described in deed dated August 31, 1909 from Carlos Bee, Trustee, et al to B F Carrington, recorded in Volume 94, Page 306 of Brazoria County Deed Records.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Houston Lighting & Power Company, its successors or assigns, forever, and I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Houston Lighting & Power Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.



TAXES up to, and including the year 1949 shall be paid by Grantor.

WITNESS my hand this 22 day of December, A D 1949.

B.F. Carrington
B F Carrington

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared B F Carrington, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 22 day of December, A D 1949.

Wesley Smith
Notary Public, Harris County, Texas
WESLEY SMITH
Notary Public in and for Harris County, Texas

APPROVED AS TO FORM BY
B. B. A. & P.
BY A. H. F.

Filed for Record at 11:00 o'clock AM, Feb 9, 1950, H.R. Stevens, Jr., Clerk County Court, Brazoria County, Texas By William LaFlam Deputy

1204

STATE OF TEXAS }
Brazoria County }

THIS MEMORANDUM OF AN AGREEMENT made and entered into by and between
J. W. Ringgold, husband and Nellie A. Ringgold, wife

of Brazoria County, Texas, hereinafter, whether one or more, known as First Party, and
Houston Natural Gas Corporation, a Texas Corporation with its domicile at Houston
Texas, hereinafter known as Second Party, WITNESSETH:

(1) First Party, for and in consideration of the payment to it by Second Party of the sum of One dollar the receipt of which is hereby acknowledged and confessed, and for the other and further considerations, conditions and reservations hereinafter mentioned, does hereby grant, sell and convey unto Second Party a right-of-way to lay, construct, maintain, operate, repair, and remove, a Pipe Line for the transportation of oil, gas, brine, water, mineral solutions and other similar commodities, at a location and on a route to be selected by Second Party, over, through and upon the following tracts or parcels of land, situated in Brazoria County, Texas, to-wit: Three (3) acres of land situated in the Charles Brown Subdivision of 137.15 acres of land in the J. R. Bell survey, Abstract Number 40, in Brazoria County, Texas. Said three (3) acres of land being the same land conveyed by deed to J. W. Ringgold from Willolla T. Smith, recorded in Vol. 228, Page 245 of the Brazoria County Deed Records, Brazoria County, Texas.

Pg. 635

velasco

B 489
L 1-9
11-24

7862

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT We, L N Skinner and G I Price, of Brazoria County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) CASH to us in hand paid by Houston Lighting & Power Company, and other considerations, the receipt of all of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation domiciled in Houston, Harris County, Texas, the following described property located in Brazoria County, Texas, to-wit:

Lots No One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block No Six Hundred Eighty-nine (689) in the town of Velasco, as per map recorded in Volume 32, Page 14 et sequence of the Lead Records of Brazoria County, Texas.

Nullified #10

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Houston Lighting & Power Company, its successors or assigns, and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Houston Lighting & Power Company, its successors and assigns, every person whomsoever lawfully claiming or to claim the same, or thereof.

TAXES FOR THE YEAR 1949 shall be prorated as of date of deed.

WITNESS our hands this 27th day of Sept, A D 1949.

L. N. Skinner
L N Skinner
G. I. Price
G I Price

OF TEXAS
BRAZORIA

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared L N Skinner and G I Price, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 27th day of September

A D 1949.

O. L. B. Pg. 636
Notary Public, Brazoria County, Texas

Melissa
Center Point
B Book 489
Lots 1-24
1124 N R
aka known as
2304 Skinner

B 689
L10

624

THE STATE OF TEXAS)
COUNTY OF BRAZORIA) 2833

I, J. O. GATES, of Brazoria County, Texas, hereinafter called Grantor, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto Houston Lighting & Power Company, a Texas corporation with its office and principal place of business in Houston, Harris County, Texas, hereinafter called Grantee, the following described tract or parcel of land situated in Brazoria County, Texas, to-wit:

Lot 10, Block 689, in the Town of Velasco, Brazoria County, Texas, according to a map or plat of said town of record in the office of the County Clerk of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and

I DO HEREBY BIND MYSELF, my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

THE CONSIDERATION for this conveyance is the sum of Ten (\$10) Dollars, and other good and valuable considerations, cash in hand paid by the Grantee herein, the receipt, adequacy and sufficiency of which is hereby acknowledged and confessed.

WITNESS MY HAND at Angleton, Texas, this 1st day of March, 1956.

J. O. Gates
J. O. Gates

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared J. O. Gates, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of March, 1956.

Doris Perry DORIS PERRY
Notary Public within and for
Brazoria County, Texas.



Filed For Record at 2:00 o'clock P.M., March 2, 1956, H. R. Stevens, Reg. 637
Clerk County Court, Brazoria Co., Texas, By *M. Ross* Deputy

B688
L 1-2 all
L 5-12 part

527

11929

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That The Dow Chemical Company, a Delaware corporation with a permit to do business in Texas, hereinafter called "GRANTOR" for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by the Houston Lighting and Power Company, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Houston Lighting and Power Company, a Texas corporation, hereinafter "GRANTEE", (three (3) parcels of land in Velasco Townsite, Brazoria County, Texas, according to a map of said Velasco Townsite recorded in Volume 32, Page 14, of the Deed Records of Brazoria County, Texas. The parcels of land are described as follows:

Coordinates and bearings are referred to the Texas Plane Coordinate System, South Central Zone, as established by the U S C & G S 1934, and derived from triangulation station "Jones 1931" X = 3,144,752.7; Y = 430,448.4.

FIRST PARCEL:

Being out of Block No. 688 of Velasco Townsite and being all of Lots 1 and 2 of said Block 688 and that portion of lots 5, 6, 7, 8, 9, 10, 11, and 12 of said Block 688 described as follows:

COMMENCING at a 1-inch Galvanized Iron Pipe set in the most westerly corner of Block 688, said 1-inch Iron Pipe having coordinate X = 3,162,683.4; Y = 435,155.0; THENCE S 58° 37' 40" E along the southwesterly line of said Block 688, same being the north-easterly line of Avenue S a distance of 102 feet to the most westerly corner of Lot No. 5 and the point of beginning.

THENCE from point of beginning N 31° 22' 20" E along the north-westerly line of Lot No. 5 a distance of 112.13 feet to a point for corner;

THENCE S 38° 35' 20" E, crossing Lots 5, 6, 7, 8, 9, 10, 11 and 12 a distance of 215.01 feet to a point for corner, said point being in the southeasterly line of said Block No. 688 and being N 31° 22' 20" E 38.44 feet from the most southerly corner of said Block No. 688;

THENCE S 31° 22' 20" W along the southeasterly line of said Block No. 688, same being the northwesterly line of North 11th Street a distance of 38.44 feet to a 1-inch Galvanized Iron Pipe set for the most southerly corner of said Block No. 688.

THENCE N 58° 37' 40" W following the southwesterly line of Block 688 and the northeasterly line of Avenue S a distance of 202.0 feet to the place of beginning.

Being also that portion of Lot 24 of said Block No. 688 described as follows:

COMMENCING at said 1-inch Galvanized Iron pipe set in the most westerly corner of said Block No. 688, having coordinate X = 3,162,683.4, Y = 435,155.0; THENCE N 31° 22' 20" E following the northwesterly line of said Block No. 688 and the south-easterly line of North 12th St. a distance of 145.0 feet the most westerly corner of Lot No. 24, and the place of beginning;

Pg. 638

Center Point
Block 688
Lots 1-4
Lots 5-12 part

part of
Lots 1, 2

All of 17, 18, 20
21, 22

Fee
Lots 1, 2, 4 part of
5, 6, 7, 8, 9, 10, 11 + 12

THENCE from point of beginning continuing N 31° 22' 20" E following the northwesterly line of said Block No. 688 and the southeasterly line of North 12th St. a distance of 4.32 feet to a point for corner;

THENCE S 38° 35' 20" E 12.60 feet to a point in the southwesterly line of said Lot 24 and the northeasterly line of a 20 foot wide alley, said point being located S 58° 37' 40" E 11.84 feet from the most westerly corner of said Lot 24;

THENCE N 58° 37' 40" W following the southwesterly line of said Lot 24 and the northeasterly line of said 20 foot alley a distance of 11.84 feet to the place of beginning.

SECOND PARCEL:

Being out of Block No. 687 of Velasco Townsite and being all of Lots No. 17, 18, 20, 21 and 23 of said block, and that portion of lots 13 and 14 described as follows:

COMMENCING at a 1-inch galvanized iron pipe having coordinate X = 3,163,225.9; Y = 434,742.3 set for the most easterly corner of said Block No. 687, THENCE S 31° 22' 20" W following the southeasterly line of said Block No. 687 a distance of 27.97 feet to point of beginning;

THENCE from point of beginning, continuing S 31° 22' 20" W along the southeasterly line of said Block 687 a distance of 97.21 feet to a 1-inch galvanized iron pipe for corner, said pipe being in the most southerly corner of Lot No. 13;

THENCE N 58° 37' 40" W following the southwesterly line of Lots No. 13 and 14 a distance of 52 feet to the most westerly corner of said Lot No. 14 for corner;

THENCE N 31° 22' 20" E along the northwesterly line of said Lot No. 14, a distance of 116.18 feet to a point for corner;

THENCE S 38° 35' 20" E crossing said Lots 14 and 13 a distance of 55.35 feet to the place of beginning.

THIRD PARCEL:

Being a portion of Lots 1 and 2 of Block No. 687A of Velasco Townsite, described as follows:

BEGINNING at the most westerly corner of said Block No. 687A, said point having coordinates X = 3,163,002.7; Y = 434,960.3;

THENCE from the point of beginning N 31° 22' 20" E following the northwesterly line of Block 687A and the southeasterly line of North 11th St. a distance of 12.91 feet to a point for corner;

THENCE S 38° 35' 20" E, crossing Lot 1 and a portion of Lot 2, a distance of 37.68 feet to a point in the southwesterly line of said Block 687A for corner;

THENCE N 58° 37' 40" W following the southwesterly line of said Block 687A and the northeasterly line of Avenue S a distance of 35.40 feet to the place of beginning.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTOR, its successors or assigns forever; and the GRANTOR hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the premisses unto the GRANTEE, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it.

EXECUTED this the 31st day of January, 1957 Pg. 639

THE DOW CHEMICAL COMPANY

By A. P. Beutel Vice President

ATTEST: Arthur E. ... Assistant Secretary



THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. P. Beutel, Vice President of The Dow Chemical Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Dow Chemical Company, a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of January, 1957.



Margaret Allen
Notary Public in and for
Brazoria County, Texas

MARGARET ALLEN
Notary Public in and for Brazoria County, Texas
My Commission Expires June 1, 1957

APPROVED AS TO FORM
MAKER, MUTTS, ANDREWS & SHEPHERD
BY M. Robinson

Filed for Record at 2:00 o'clock P.M. Sept. 16, 1957 H. R. Stevens, Jr.,
Clerk County Court, Brazoria Co., Texas, By M. Robinson Deputy

1225 - WARRANTY DEED - Without Vendor's Lien - Class 4 (Rev. Sept. 1947) The State Co., Austin

THE STATE OF TEXAS

11931

County of Brazoria

Know All Men by These Presents:

That we, Leo Bailey Hellman and wife Mary R. Hellman

of the County of Brazoria and State of Texas in consideration of

the sum of Ten Dollars (\$10.00) and other good and valuable con- siderations
paid by R. L. Summers

receipt of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist, have Granted,

Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

R. L. Summers

of the County of Brazoria and State of Texas

tract or parcel of land situated in the County of Brazoria and State of Texas, to-wit:

Pg. 640

13 288
L.3-4

COMBS, BROWN & BROOK
ATTORNEYS AND COUNSELORS
ELEVENTH FLOOR STAYNATIONAL BUILDING
PO BOX 416-CAS
HOUSTON, TEXAS

1966

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

THAT WE, Mrs. Ethel C. Roeller, joined herein pro forma by her husband, Edward F. Roeller, Margaret B. Boedeker, joined herein pro forma by her husband, Melvin Boedeker, W. A. Combs, individually and as Trustee for Philip Ford Combs, R.S. Combs, Merle M. Maxey, formerly Merle Combs, and now the widow of Dr. S. B. Maxey, deceased, a feme sole, and also as Trustee for Mary Genevieve King, for and in consideration of the sum of Two hundred and Fifty Dollars (\$250.00) cash to us in hand paid by Houston Lighting & Power Company, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey unto the said Houston Lighting & Power Company the following described lots, tracts or parcels of land situated in Brazoria County, Texas, more particularly described as follows:

Lots 3 and 4, Block 638, of the Town of Velasco, Brazoria County, Texas, according to recorded map of said town.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Houston Lighting & Power Company, its successors and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Houston Lighting & Power Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under us.

WITNESS OUR HANDS this 10 day of October, A.D. 1949.

W.A. Combs
Individually, and as agent and attorney in fact for Philip Ford Combs, R.S. Combs, Merle M. Maxey and Mary Genevieve King

Margaret B. Boedeker
Individually, and as agent and attorney in fact for Melvin Boedeker

Ethel C. Roeller
Mrs. Ethel C. Roeller

Edward F. Roeller
Edward F. Roeller

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared W. A. Combs, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

October, GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of
A.D. 1949.

Lillian Kupperberg
Notary Public, Harris County, Texas
Lillian Kupperberg

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

BEFORE ME, the undersigned authority, on this day personally appeared Edward F. Roeller and wife, Mrs. Ethel C. Roeller, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Ethel C. Roeller, having been duly examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Ethel C. Roeller, acknowledged such instrument to be her own act and deed, and that she willingly executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

October, GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of
A.D. 1949.

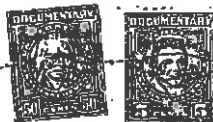
L. N. Skinner
Notary Public in and for Brazoria
County, Texas

THE STATE OF TEXAS :
COUNTY OF BRAZORIA :

BEFORE ME, the undersigned authority, on this day personally appeared Margaret B. Boedeker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated; and the said Margaret B. Boedeker, having been duly examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Margaret B. Boedeker, acknowledged such instrument to be her own act and deed and declared that she had willingly executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

October, GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of
A.D. 1949.

L. N. Skinner
Notary Public, Brazoria County, Texas



Filed for Record at Two o'clock P.M., Oct. 11, 1949, H.R. Stevens, Jr.,
Clerk County Court, Brazoria County, Texas By Lillian Kupperberg Deputy

JNO. G. McNEEL SURVEY A-335

8.094 Ac.
Vol. 1176 Pg. 911 D.R.

**FREEPORT
SUBSTATION**

**CENTERPOINT ENERGY
(f.k.a. Houston Lighting
& Power Co.)**
Vol. 205 Pg. 195 D.R.
2.54 Ac.

Vol. 475 Pg. 341 D.R.
1.69 Ac.

150' Monopole
North: 13,543,968.94'
East: 3,135,979.65'
Len: 28' 56" 23.96"
Lon: 95° 20' 58.81"
Ground Elev: 0.2'
Top of Tower: 150.2'

SEE
DETAIL

10'x12' HUT
North: 13,543,960.48'
East: 3,135,981.63'
Ground Elev: 0.10'

Vol. 412 Pg. 505 D.R.
309' x 600'



[S15°05'45"W]
(132.12')

[S74°54'15"E] (375.00')

Vol. 792 Pg. 596 D.R.
0.622 Ac.

[S15°05'45"W] (541.00')

PINE STREET

2415' Ryan
Expressway
(Hwy. 285)

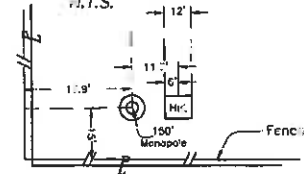
GRID COORDINATES AND BEARINGS REFER TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, DEFINED IN THE TEXAS NATURAL RESOURCES CODE, SECTION 21.071, et seq, AND ARE BASED ON THE HOUSTON VRS NETWORK.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES IN U.S. SURVEY FEET AND MAY BE CONVERTED TO SURFACE DISTANCES BY MULTIPLYING BY THE SCALE FACTOR 1.00013.

ELEVATIONS ARE BASED ON AN RTK SURVEY WHERE THE RESULTS WERE ADJUSTED UP 0.15' TO MATCH THE NATIONAL GEODETIC SURVEY CONTROL MARK, STAMPED "E 53 1918", PID "AM0062", AND WITH A PUBLISHED ELEVATION OF 8.80'.

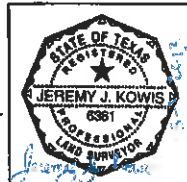
THIS PROPERTY LIES WITHIN ZONE X, THE UNSHADED AREA AS SHOWN ON FIRM MAP NUMBER 48039C07801, PANEL 0780 DATED NOVEMBER 1993.

**DETAIL
N.T.S.**



LEGEND

- = Found 5/8" IR
- ⊙ = Found 1/2" IR
- [] = Calculated
- () = Call



REV. 1-JOB NO.	BY:	DATE:	REV. 2-JOB NO.	BY:	DATE:
EASEMENT - PERMIT		LAST PLOT DATE: 5/3/2013	CenterPoint Energy SURVEYING & MAPPING P.O. Box 1700 Houston, TX 77251-1700 (713) 207-2222 SKETCH NO. 13-0274		
COUNTY: BRAZORIA		DRAWN BY: JJK			
DATE: MAY 3, 2013		MAP NO: 5523C			
SCALE: 1" = 100'		JOB NO: 63949563			
FILE NO. - BOOK: B2013		CHECKED BY: JLG			

F

7882

979-234-3221

REG#: 0057119 6/18/2013 9:50 AM
CITY: 000 TERM: 011
REF#: 1267

TRF#: 105.0000 PERMITS
1102 IN 1095 501
1190 PERMITS 150.0000

TENDERED: 150.00 CHECK
APPLIED: 150.00-

CHANGE: 0.00

1102 Pine

City of Freeport
Building Department
Phone: 979-233-3526

For Office Use Only
Case Number: _____
Date Filed: _____
P & Z Date: _____
Council Date: _____

**Application for
Specific Use Permit**

- 1. Address or general location of site: 1102 FM 1495 Freeport, TX 77541
- 2. Subdivision _____ Block _____ Lots _____ Acres 2.34
0.622
- 3. Current Zoning Classification: Light Industrial
- 4. Proposed use of the site (please be specific): Site is currently CenterPoint Energy Substation and CenterPoint is proposing to install communication tower and shelter.
located on 2.34 acres recorded under
0.622 V792/Pg 596
B.C.D.R.
- 5. Reason for requesting a specific use permit: Communication Tower and Shelter

I hereby certify that I am the owner or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00 to cover the cost of this specific use permit application has been paid to the City of Freeport on _____, 20____. I also certify that I have been informed and understand the regulations regarding specific use permits as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission and the City Council public hearings.

Owner's Signature: Kevin C. Meals

Owner's Name: CenterPoint Energy Houston Electric, LLC, Kevin Meals, agent & attorney-in-fact

Address: P.O. Box 1700

City, State, Zip: Houston, TX 77251-1700 Phone: (713) 207-6389

In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below to act in the capacity as my agent for the application, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person with the City (and vice versa) in processing and responding to requirements, information or issues relative to this request.

Kevin A. Meals
Signature of Owner

Kevin Meals, Agent & Attorney-in-Fact for CenterPoint Energy Houston Electric, LLC
Name Printed or Typed

Kevin Meals
Signature of Agent

Allen Varner
Name Printed or Typed

Address of Agent: 1111 Louisiana, Houston, TX 77002

Agent's Phone Number: (713) 207-5868



Structural Design Report

150' Monopole

Site: ~~Westchase~~ Substation, TX
Freeport

Prepared for: CENTERPOINT ENERGY INC
by: Sabre Towers & Poles™

Job Number: 75380

February 27, 2013

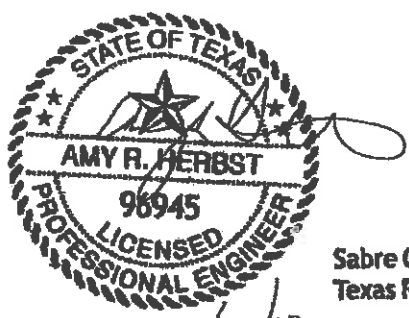
Monopole Profile..... 1

Foundation Design Summary (Option 1)..... 2

Foundation Design Summary (Option 2)..... 3

Pole Calculations..... 4-9

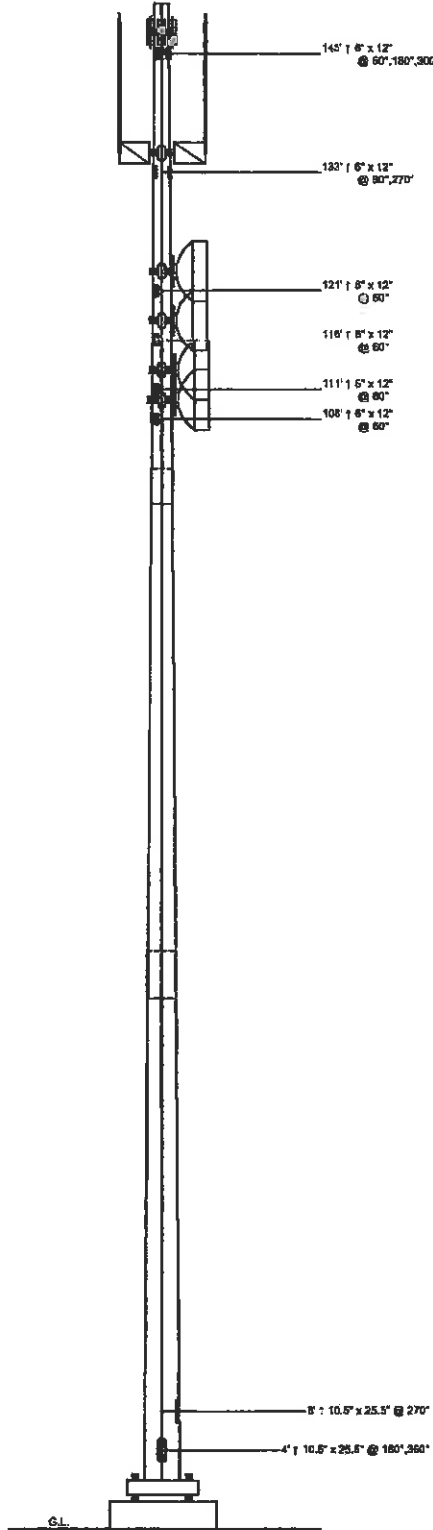
Foundation Calculations..... 10-23



2/27/13

Sabre Communications Corporation
Texas Registration Number F-4365

Section	1	2	3
Length (ft)	50' - 6"	53' - 6"	53' - 3"
Number of Splices		18	
Thickness (in)	3/16"	1/4"	5/16"
Lap Splice (ft)		4' - 6"	
Top Diameter (in)	15"	24.44"	33.00"
Bottom Diameter (in)	25.41"	34.47"	43.00"
Taper (in/ft)		0.1875	
Grade		A572-43	
Weight (lbs)	2443	4487	8280



Designed Appurtenance Loading

Elev	Description	Tx-Line
147	Flush Mount (Monopole Only)	
147	(3) 28in x 7in x 4in Panel Antennas	(3) 7/8"
141.5	(2) 13' x 3in Omni Whip Antennas	(2) 1 5/8"
135	(2) 3/8 Sidearms	
123	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Di-h)	
123	(1) 6' H.P. Dish	(1) EW52
118	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Dish)	
118	(1) 6' H.P. Dish	(1) EW52
113	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Dish)	
113	(1) 6' H.P. Dish	(1) EW52
110	(1) Dish Mount (Monopole Only) - Pipe Mount (up to 6' Dish)	
110	(1) 6' H.P. Dish	(1) EW52

Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (R-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	21.8	26.1	2478	14.7	9.62
3s Gusted Wind 0.8 Dead	16.6	28.1	2452	14.5	9.38
3s Gusted Wind/Ice	26.8	2	175	1	0.67
Service Loads	17	4.4	413	2.5	1.59

Base Plate Dimensions

Shape	Width	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Square	48.25"	2.25"	48"	12	2.25"

Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	1721	A815-75	Galv-18"

Material List

Display	Value
A	3' - 6"

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) The Monopole was designed for a basic wind speed of 110 mph with 0" of radial ice, and 30 mph with 1/2" of radial ice, in accordance with ANSI/TIA-222-G-2 (2009), Structure Class II, Exposure Category C, Topographic Category 1.
- 5) Full Height Step Bolts

	Sabre Communications Corporation 2101 Murray Street P.O. Box 658 Sluox City, IA 51102-0658 Phone: (712) 255-6100 Fax: (712) 255-6598	Job: 75380 Customer: CENTERPOINT ENERGY INC Pg. 647 Site Name: Waukegan Substation, TX Description: 150' Monopole Date: 2/27/2013 By: JLG
	<small>Information contained herein is the sole property of Sabre Communications Corporation, and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>	

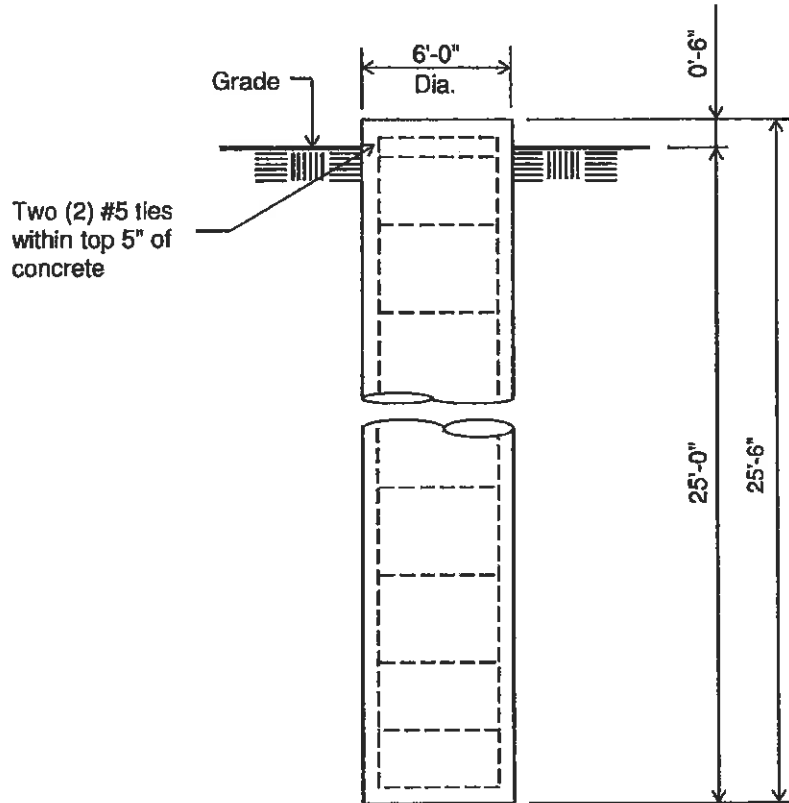
Customer: CENTERPOINT ENERGY INC

Site: ~~Wootchase~~ Substation, TX

Freeport

150' Monopole at

110 mph Wind with no ice and 30 mph Wind with 0.5 in. Ice per ANSI/TIA-222-G.
Antenna Loading per Page 1



Two (2) #5 ties within top 5" of concrete

ELEVATION VIEW

(26.7 Cu. Yds. each)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Geotech Engineering and Testing Servicing, Project # 12-866E, Dated 12/6/12.
- 6). See the geotechnical report for drilled pier installation requirements, if specified.
- 7). The foundation is based on the following factored loads:
Moment (kip-ft) = 2475.83
Axial (kips) = 21.61
Shear (kips) = 26.13

Rebar Schedule per Pier	
Pier	(28) #8 vertical rebar w/#5 ties, two within top 5" of pier then 12" C/C

8). This is a design drawing only. Please see final construction drawings for all installation details.

Customer: CENTERPOINT ENERGY INC

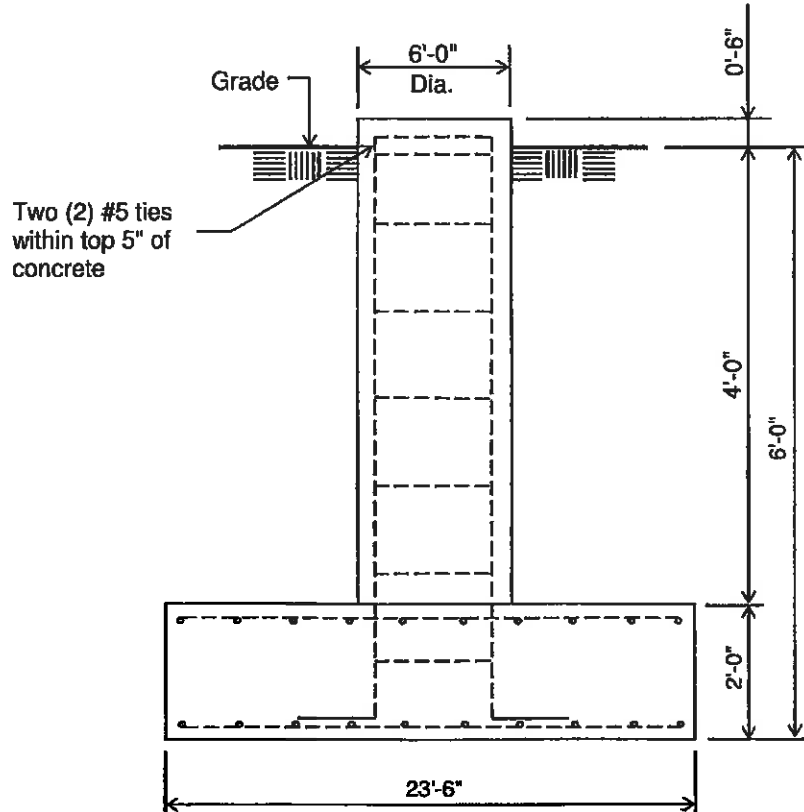
Site: Westchase Substation, TX

Free Port

150' Monopole at

110 mph Wind with no ice and 30 mph Wind with 0.5 in. Ice per ANSI/TIA-222-G.

Antenna Loading per Page 1



Two (2) #5 ties within top 5" of concrete

Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4000 PSI, in accordance with ACI 318-05
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Geotech Engineering and Testing Servicing, Project # 12-866E, Dated 12/6/12.
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:
Moment (kip-ft) = 2475.83
Axial (kips) = 21.61
Shear (kips) = 26.13

ELEVATION VIEW
(45.62 Cu. Yds. each)
(1 REQUIRED; NOT TO SCALE)

Rebar Schedule per Pad and Pier	
Pier	(26) #8 vertical rebar w/hooks at bottom w/#5 ties, two within top 5" of top of pier then 12" C/C
Pad	(24) #8 horizontal rebar evenly spaced each way top and bottom (96 Total)

8). This is a design drawing only. Please see final construction drawings for all installation details.

Pg. 649

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles.

A-335
0.622 Ac

BMC

Bar Code Index Target
for
Houston Lighting & Power



FS0321D004

Facility Name:
FREEPORT SUBSTATION

PS # 0321

DEEDS

TRACT	00003
GRANTOR	FREEPORT SULPHUR CO
DATE	05/08/1961
ACREAGE	0.622

A 335
TRACT 1-T

THE STATE OF TEXAS)

COUNTY OF BRAZORIA) 6031

A-3 J-

D. L. Z. Ac

KNOW ALL MEN BY THESE PRESENTS: That Freeport Sulphur Company, a Delaware corporation, doing business in Texas by virtue of a permit, hereinafter called "GRANTOR", for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by Houston Lighting & Power Company, the receipt of which is hereby acknowledged; has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Houston Lighting & Power Company, a Texas corporation, hereinafter called "GRANTEE", subject to the reservations, exceptions, and provisions hereinafter contained, all that certain land in Brazoria County, Texas, described as follows, to-wit:

Six-Hundred Twenty-Two Thousandths (0.622) of an acre of land in the J. G. McNeel Survey, Abstract No. 335, Brazoria County, Texas, described as follows, to-wit:

BEGINNING at the southwesterly corner of a 2.34-acre tract of land as described in deed dated September 6, 1927, from Freeport Town Site Company to Houston Lighting & Power Company, recorded in Volume 205, Page 195, of Brazoria County Deed Records, said beginning point being also the southwesterly corner of the then proposed Block Number 281 of the Townsite of Freeport;

THENCE from the point of beginning N. 17° E. along the westerly line of said 2.34-acre tract and the westerly line of said then proposed Block Number 281, 314 feet to the northwesterly corner of said 2.34-acre tract, the northwesterly corner of said then proposed Block Number 281 and the southwesterly corner of a 1.69-acre tract as described in deed dated April 13, 1950, from Freeport Sulphur Company to Houston Lighting & Power Company, recorded in Volume 475, Page 341, of Brazoria County Deed Records;

THENCE continuing N. 17° E. along the westerly line of said 1.69-acre tract, a distance of 227 feet to the northwesterly corner of said 1.69-acre tract;

THENCE N. 73° W. following a projection of the northerly line of said 1.69-acre tract a distance of 50 feet to a point for corner;

THENCE S. 17° W. following a line that is parallel with and 50 feet westerly from the westerly line of said 1.69-acre tract and the westerly line of said 2.34-acre tract, a distance of 541 feet to a point for corner;

THENCE S. 73° E. following a projection of the southerly line of said 2.34-acre tract a distance of 50 feet to the place of beginning, containing 0.622 of an acre of land.]

Grantor excepts and retains for itself, its successors and assigns, forever, all of the oil, gas, sulphur and other minerals in and under the hereinabove conveyed land. However, Grantor, its successors and assigns, shall not have the right to drill any well or wells, or otherwise operate, on the surface of the hereinabove conveyed land, but Grantor, its successors and assigns, shall have the right to drill any such well or wells as it, or they, may desire, or otherwise operate, upon adjoining or other lands, for the purpose of producing, saving and marketing such minerals or any of them, by drainage or by directional drilling or otherwise, it being understood and agreed that any such well or wells may be bottomed under the hereinabove described land.

This conveyance is made subject to all outstanding easements and rights in Grantee and others, especially including but not by way of limitation, any easements for transmission lines, roads, streets and levees.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, its successors and assigns, forever; and said Grantor does hereby bind itself and its successors to Warrant and Forever Defend all and singular the said premises unto said Grantee, its successors and

assigns, against every person whomsoever lawfully claiming
or to claim the same or any part thereof.


IN TESTIMONY WHEREOF, said Freeport Sulphur Company has
caused these presents to be executed by its officials whose
names are hereto subscribed and has caused its corporate seal
to be hereto affixed, on this 19th day of May, 1961.

FREEPORT SULPHUR COMPANY

ATTEST:

BY: 

Vice President


Assistant Secretary



THE STATE OF LOUISIANA)

PARISH OF ORLEANS)

BEFORE ME, the undersigned authority, on this day personally appeared E. D. Wingfield, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Freeport Sulphur Company, a corporation, and acknowledged to me that he executed the same as the act and deed of said Freeport Sulphur Company as Vice President thereof, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of May, A. D. 1961.

E. B. Holbrook, Jr.
Notary Public in and for
Orleans Parish, Louisiana

E. B. HOLBROOK, JR.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

CLERK OF COUNTY COURT } I, H. R. STEVENS, Jr., Clerk of the County Court
do hereby certify that the foregoing instrument and
its authentication was duly recorded on 19th day
of May 1961 at 3:52 o'clock P.
vol. 792 on p. 596 of the Deed
Records for said County.

Witness my hand and seal of office at Angleton, Texas, the day and year
last above written.

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Texas
By H. Stevens

FORM No. 34B

OWNER'S TITLE POLICY COMMITMENT

Use this form on risks of Fifty Thousand (\$50,000.00) Dollars or less

G.F. # 11,247

17th DAY OF May, 1961

EXPIRES THIRTY DAYS FROM DATE

TO: Houston Lighting & Power Company

Dear Sir:

In connection with an order placed with us for an Owner's Title Policy, we commit ourselves to issue to YOU

subject to all of the matters hereinafter set forth

FIELD NOTE DESCRIPTION OF A SIX-HUNDRED TWENTY-TWO THOUSANDTHS (0.622) ACRE TRACT OF LAND IN THE J. G. McNEEL SURVEY, ABSTRACT NO. 335, BRAZORIA COUNTY, TEXAS.

BEGINNING at a point, said point being the southwest corner of a 4.04 acre tract owned by the Houston Lighting & Power Company;

THENCE from the point of beginning northeasterly along the west line of said 4.04-acre tract passing at a distance of 143-1/2 feet the southerly line of a 27 ft. easement obtained in an instrument dated September 6, 1927 from Freeport Townsite Company to Houston Lighting & Power Company, and passing at a distance of 170-1/2 feet the northerly line of said easement, in all, a distance of 541 feet to a point for corner, said point being the northwest corner of said 4.04-acre tract;

THENCE northwesterly a distance of 50 feet to a point for corner;

THENCE southwesterly, parallel to and a distance of 50 feet from the west line of said 4.04-acre tract, passing at a distance of 370-1/2 feet the northerly line of said 27 ft. easement, and passing at a distance of 397-1/2 feet the southerly line of said 27 ft. easement, in all, a distance of 541 feet to a point for corner;

THENCE southeasterly a distance of 50 feet to point of beginning and containing 0.622 acre.

OWNER'S TITLE POLICY COMMITMENT

Use this form on risks of Fifty Thousand (\$50,000.00) Dollars or less

G.F. # 11,24717th DAY OF May, 1961

EXPIRES THIRTY DAYS FROM DATE

TO: **Houston Lighting & Power Company**

Dear Sir:

In connection with an order placed with us for an Owner's Title Policy, we commit ourselves to issue to YOU

subject to all of the matters hereinafter set forth, our commitment

said policy to contain the exceptions set forth in Section 1 below and to be issued subject to matters hereinafter set forth, any items created in connection with the closing of this transaction, any liens hereinafter mentioned which are not released, payment of all taxes, and any other requirements hereinafter set forth which have not been fully complied with and satisfied.

REQUIREMENTS

OWNERSHIP:

1. That we be furnished with properly drawn, executed, acknowledged and delivered General Warranty Deed from

Fresport Sulphur Co.

conveying the above described property to our assured.

LIENS:

- 2a. **None**

EASEMENTS:

3. **None**

LEASES AND/OR MINERAL RESERVATIONS:

4. **None**

TAXES:

5. This commitment is issued subject to taxes for the current and prior years.

6. NO INVESTIGATION AS TO EXISTENCE OF AREA, BOUNDARY, ENDS, COLLISIONS, ADVERSE POSSESSION, RIGHTS OF PARTIES IN POSSESSION AND THOSE UNDER WHOM THEY CLAIM, LOCATION OF IMPROVEMENTS OR HOMESTEAD RIGHTS HAS BEEN MADE AND THIS COMMITMENT IS ISSUED SUBJECT TO SAID MATTERS. IF THE PARTY IN POSSESSION IS A FORMER OWNER AND HAS BEEN FORECLOSED, NO POLICY WILL BE ISSUED UNTIL THE PROPERTY IS VACATED OR OTHER ARRANGEMENTS SATISFACTORY TO THE COMPANY ARE MADE.
7. This commitment is subject to proof of payment of all bills and claims for work performed and material furnished in the above described premises.

MISCELLANEOUS:

8a.

FEE AND DURATION OF COMMITMENT:

9. The undersigned must receive payment of the premium prescribed for this policy by the Board of Insurance Commissioners, and this commitment shall become null and void upon the issuance of said policy or thirty (30) days from the date hereof, whichever is earlier.

MATTERS SUBSEQUENT TO COMMITMENT:

10. This commitment is issued subject to anything that may be filed or done subsequent to the 11th day of May, 19 61, at 8:00 a.m., that may, in the opinion of our attorneys, adversely affect the title to be insured.

PAYMENT, PRORATION AND CLOSING REQUIREMENTS:

11. This commitment is subject to the full purchase price for the property being paid, proration made and the Company's usual closing requirements being met.

RESTRICTIONS

SECTION 1

1. All restrictive covenants affecting the above described property.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show.
3. Taxes for the current year.
4. Rights of parties in possession.

Pg. 657
STEWART TITLE GUARANTY COMPANY
BRAZORIA COUNTY ABSTRACT COMPANY

By W. J. Lovine
W. Lovine, Assistant Secretary

Note: Where property is being conveyed to the Veterans Administration, the time limit should be changed to ninety days.

Melissa

A-335

1.690 AC

A-335

Center Point

Tract ~~1~~ D

BMC

Bar Code Index Target

for

Houston Lighting & Power



FS0321D003

Facility Name:

FREEPORT SUBSTATION

PS # 0321

DEEDS

TRACT

00002

GRANTOR

FREEPORT SULPHUR CO

DATE

04/13/1950

ACREAGE

1.690

A-335
TRACT ~~1~~ D

3339

A 335

1.69 ac

THE STATE OF TEXAS |
COUNTY OF BRAZORIA |

KNOW ALL MEN BY THESE PRESENTS:

THAT Freeport Sulphur Company, a Delaware corporation doing business in Texas by virtue of a permit, hereinafter called GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) CASH to it in hand paid by Houston Lighting & Power Company, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does by these presents GRANT, SELL and CONVEY unto said Houston Lighting & Power Company, a Texas corporation, hereinafter called GRANTEE, subject to the exception and reservation hereinafter contained, (the following described land in Brazoria County, Texas, to-wit:

A tract of land in the City of Freeport and being also in the J G McNeal Survey, Abstract No 335, in Brazoria County, Texas, said tract being more particularly described as follows:

BEGINNING at a point which is the southeast corner of the tract herein described, said point being also the northeast corner of the Houston Lighting & Power Company 2.34-acre tract, said point being located north 73 degrees west 85 feet and south 17 degrees west 1207 feet from the southwest corner of Block No 24 in the City of Freeport, Brazoria County, Texas;

THENCE north 73 degrees west 325 feet along the north line of said 2.34-acre tract to its northwest corner, said corner being also the southwest corner of the tract herein described;

THENCE north 17 degrees east 227 feet;

THENCE south 73 degrees east 325 feet;

THENCE south 17 degrees west 227 feet to the point of beginning, containing 1.69 acres of land, more or less.)

GRANTOR expressly reserves to itself, its successors or assigns, all oil, gas and other minerals on, in and under the land hereby conveyed, but without the right to drill or operate therefor on said land hereby conveyed, however this does not prevent Grantor from drilling and producing said minerals by the directional method.

TO HAVE AND TO HOLD the hereinabove conveyed land, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, subject, however, to the foregoing exception and reservation; and Grantor binds itself, its successors and assigns, to warrant and forever defend all and singular ^{Page 658} the hereinabove conveyed land unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by,

through or under it.

IN TESTIMONY WHEREOF Grantor has caused these presents to be executed by its Agent and Attorney-in-Fact on this the 13th day of April, A D 1950.

FREEPORT SULPHUR COMPANY

By G. C. McMillen
Its Agent and Attorney-in-Fact

THE STATE OF TEXAS |
COUNTY OF BRAZORIA |

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared G C McMillen, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact for Freeport Sulphur Company, a corporation, and acknowledged to me that he executed the same as the act and deed of said Freeport Sulphur Company, in the capacity therein stated, for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office this the 13th day of April, A D 1950.

H. E. Hunstock
Notary Public, Brazoria County, Texas

H. E. HUNSTOCK
Notary Public, Brazoria County, Texas



BAKER, BOTTS, ANDREWS & PARISH
ESPERSON BUILDING
HOUSTON 2

March 31, 1950

H-13

In re: Title to 1.69 acres of land out of the J. G. McNeal Survey, Abstract No. 335, in Brazoria County, Texas, being rectangular in shape, lying north of and adjoining the Houston Lighting & Power Company 2.34 acre tract and fronting 227 feet on the west side of Pine Street.

C

O

Houston Lighting & Power Company,
Houston, Texas.

Gentlemen:

Attention Mr. Penn

We are of the opinion that Freeport Sulphur Company has a good and merchantable title to the property described in the caption hereof, free from any liens or encumbrances.

P

Tax certificates should be furnished showing taxes paid down through 1949 and the 1950 taxes should be prorated.

This opinion is based entirely upon an examination of the following described abstracts, which we hand you herewith:

Y

<u>Number</u>	<u>Prepared By</u>	<u>Pages</u>	<u>Cert. Date</u>
17096	Brazoria County Abst. Co.	73	11-11-08
19803	Brazoria County Abst. Co.	6	4-1-11
20077	Brazoria County Abst. Co.	6	11-4-11
21098	Brazoria County Abst. Co.	35	10-7-12
53304	Brazoria County Abst. Co.	227	12-1-49

Yours very truly,

2020
Enc.

(SIGNED) BAKER, BOTTS, ANDREWS & PARISH
78.662

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

TRACT 1-D
2.34 ac

That Freeport Town Site Company, a corporation duly incorporated, organized and existing under the laws of the State of Texas and having its domicile and place of business at Freeport, Brazoria County, Texas, for and in consideration of the sum of SIX HUNDRED (\$600.00) DOLLARS, to it in hand paid the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Houston Lighting & Power Company, a corporation created under the laws of the state of Texas, with its principal office in the City of Houston, Harris County, Texas, the following described land, to wit:

A certain tract or parcel of land in the J. G. McNeel Survey out of a tract of land described in Vol. 116 Pages 65-6, of the Deed Records of Brazoria County, Texas, said certain tract or parcel of land being a part of Block 281, of the Town Site of Freeport. The land conveyed is further described as follows:

BEGINNING at the intersection of the H & B V R R tracks, said tracks extending north and south between Pine and Cherry Streets and East and West between Seventh and Eighth Streets of said Town Site; THENCE from said intersection southerly with center line of said railroad track, a distance of 1082 feet to a point; THENCE easterly at a right angle with said railroad a distance of 150 feet to a point for the PLACE OF BEGINNING, said point being also the northwest corner of Block 281; THENCE S. 73 deg. 00' E. with north line of said Block, a distance of 325 feet to a point, said point being 25 feet N. 73 deg. W. from the N. E. Corner of said Block; THENCE S. 17 deg 00' W. 25 feet from and parallel to the East line of said block a distance of 314 feet to a point for south east corner this tract; THENCE N. 73 deg 00' W. with the south line of aforesaid block, a distance of 325 feet to a point for southwest corner; THENCE N. 17 deg. 00' E. with the west line of said block a distance of 314 feet to the PLACE OF BEGINNING, containing 2.34 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Houston Lighting & Power Company, its successors and assigns, forever; and Freeport Town Site Company does hereby bind itself, its successors and assigns, to warrant and forever

defend all and singular the said premises unto said Houston
Lighting & Power Company, its successors and assigns, against
every person whatsoever lawfully claiming or to claim the same
or any part thereof.

WITNESS THE HAND AND SEAL OF FREEPORT TOWN SITE COMPANY,

on this 6th day of September, 1927.

FREEPORT TOWN SITE COMPANY

[Signature]
President

SECRET:

[Signature]
Secretary

THE STATE OF NEW YORK
COUNTY OF NEW YORK

Before me, the undersigned authority, in and for New
Your County, New York, on this day personally appeared _____
A. H. Dawson President, of Freeport Town
Site Company, known to me to be the person whose name is sub-
scribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein
expressed, in the capacity therein stated and as the act and deed
of Freeport Town Site Company, a corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day
of September A. D. 1927.

NOTARY PUBLIC, No. 147
NEW YORK COUNTY, NEW YORK
COMMISSION EXPIRES MARCH 20, 1929

[Signature]
Notary Public, in and for New York
County, New York.

[Signature]
Chief Clerk of the Board of
M. F. BEVILLON

THE OFFICE OF THE

Notary Public, in and for New York
County, New York, do hereby certify that the foregoing instrument was
executed and acknowledged by the person whose name is subscribed
therein as the act and deed of the corporation therein named, and
that the said person is the duly authorized officer of the said
corporation, and that the said instrument is a true and correct
copy of the original as the same appears from the records of the
County of New York.

THE CIVIL OR LEVY } I M. F. BEVILLON Clerk of the County Court in

THE STATE OF TEXAS
County of Bexar.

I, W. E. BRATTON, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument with its certificate of authentication was duly recorded on 26 day of September 1917 at 2:30 o'clock P.M. in Book 145 of the Deeds Records for said County.

Witness my hand and seal of office at Austin, Texas, the day and year last above written.

W. E. BRATTON,
Clerk County Court, Bexar Co., Texas.
W. E. Bratton
Deputy

COMMERCIAL TRUST CO. OF NEW YORK
RECORDS DEPARTMENT, 110 WALL STREET, NEW YORK

STATE UNDER THE HAND AND SEAL OF THE CLERK OF THE COUNTY COURT OF BEXAR COUNTY TEXAS
I, W. E. BRATTON, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument with its certificate of authentication was duly recorded on 26 day of September 1917 at 2:30 o'clock P.M. in Book 145 of the Deeds Records for said County.

COMMERCIAL TRUST CO. OF NEW YORK
RECORDS DEPARTMENT, 110 WALL STREET, NEW YORK

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COMMERCIAL TRUST CO. OF NEW YORK

ORDINANCE NO. 2013-2042

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY TO PERMIT THE SPECIFIC USE OF LOTS 1-24, BLOCK 689, VELASCO TOWNSITE, WITHIN THE CORPORATE LIMITS OF SAID CITY KNOWN LOCALLY AS 1124 N. AVENUE R, ALSO KNOWN AS 2304 SKINNER STREET, AS SITE FOR A COMMUNICATIONS TOWER TO BE OPERATED BY CENTER POINT ENERGY HOUSTON ELECTRIC, UNDER CERTAIN CONDITIONS THEREIN SPECIFIED; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND APPROVAL.

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

WHEREAS, Subchapter A of Chapter 211 of the Local Government Code of Texas and Item (g) of Section 3.07 of the Home Rule Charter of the City of Freeport authorizes the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and conforms to the comprehensive zoning plan of said City.

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

SECTION ONE--Findings of Fact and Conclusions of Law.

The City Council of the City of Freeport, Texas, makes the following findings of fact and conclusions of law, viz:

First, that all public hearings required by the Zoning Enabling Act of the State of Texas, now codified as Chapter 211 of the Local Government Code, and the present Comprehensive Zoning Ordinance of the City of Freeport, Texas, read, passed and approved as Ordinance No. 1100 on the 3rd day of April, 1964, and hereinafter called "the Zoning Ordinance", were conducted in the manner and at the time required by said Act and the Zoning Ordinance.

Second, that not less than fifteen (15) days prior to the date of such hearings, a public notice thereof was published once in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City of Freeport, stating the time and place of such hearings.

Third, that not less than ten (10) days before the date of such public hearings, written notice of the application for the Specific Use Permit hereinafter mentioned was sent to all owners of real property located within two hundred (200') feet of the hereinafter described real property for which such permit is sought.

Fourth, that after giving due regard to the nature and condition of all adjacent uses and structures, the City Council of the City of Freeport, Texas, is of the opinion of that such proposed use conforms to the requirements and intent of the Zoning Ordinance and the Comprehensive Plan of the City; that conditions hereinbelow attached to the granting of such permit as hereby amended, are necessary to the public interest; and that such use under such conditions will not, under the circumstances of this particular case, constitute a nuisance or be detrimental to the public welfare of the community.

Fifth, that the health, safety, morals and general welfare of the City of Freeport, Texas, will best be served by the adoption of this ordinance and the granting of the Specific Use Permit hereinafter mentioned.

SECTION TWO--Comprehensive Zoning Ordinance Amended and Specific Use Permit Granted

The Zoning Ordinance is hereby amended and a Specific Use Permit is hereby granted with respect to Lots 1-24, Block, 698, Velasco Townsite, according to the map or plat of said townsite on file in the Office of the County Clerk of Brazoria County, Texas, known locally as 1124 N. Avenue R, also known as 2304 Skinner Street, Freeport, Texas, hereinafter called "the premises", to authorize the use of the premises as a site for a communications tower to be operated by Center Point Energy Houston Electric, hereinafter called "the Permittee", under the following terms and conditions, viz:

First, the following regulations shall apply:

(1) The tower shall be constructed so that, in the event it falls, such tower will fall within a distance of 150 feet from the center of the tower.

(2) The tower shall not exceed two hundred fifty (250) feet in height.

(3) The tower and any other improvements on the premises shall be constructed and maintained in a good and workmanlike manner and shall have an approved FAA light on top.

(4) All parking must be off street and within designated parking areas.

(5) Together with any other improvements constructed on the premises, the tower shall be completely surrounded by an eight foot (8') board on board type fence with an eight foot (8') foot board on board double gate containing two six (6') foot wide panels and with the boards positioned so as to screen the cabinet and other improvements thereon from being viewed from outside the premises at ground level.

(6) No hazardous materials may be stored on the premises;

(7) Any supplies, equipment or products kept on the premises must be stored within the fenced compound.

(8) The premises shall be kept safe, clean and free of debris and available for inspection by the Building Official at all times.

(9) The Permittee shall maintain in force and effect a general liability insurance policy insuring Permittee against liability for personal injury, death or damage to any person or property, real or personal, arising out of Permittee's use of the premises, with combined single limits of One Million and no/100 (\$1,000,000.00) Dollars, naming the City as additional insured.

Second, the Permit herein granted shall automatically terminate if the Permittee ceases to use the premises for the permitted purpose for ninety (90) consecutive days, attempts to assign this permit, or sells its interest to any third person, firm or corporation without such third person, firm or corporation agreeing in writing to be bound by the terms hereof, or if the Permittee's interest in the premises ends or is terminated for any reason.

Third, this permit may also be terminated by the City Council if the Permittee fails or ceases to meet the requirements set forth in Item First of this Section of this ordinance. A termination by the City Council under this Item of this Section of this ordinance shall be upon the affirmative vote of a majority of the members of the City Council present and voting at any regular or special meeting thereof held after at least ten (10) days prior written notice has been sent by certified mail, return receipt requested and addressed to the Permittee at the premises, specifying the particular violation or violations. Any decision of the City Council thereon shall be entered upon the minutes of such meeting and shall be final.

SECTION THREE--Automatic Repealer Clause.

All of the section or provision of this ordinance were adopted and are intended by the City Council of the City to be an integrated whole. Therefore, if any section or provision is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared not to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions and this ordinance shall thereupon automatically cease to be of any further force and effect.

SECTION FOUR--Effective Date.

This ordinance shall take effect and be in force from and after the tenth (10th) day following its passage and adoption indicated below if, within such ten (10) day period, it is agreed to and accepted by the Permittee in the manner provided below; otherwise, this ordinance shall not take effect and shall be of no force or effect.

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READ, PASSED AND ADOPTED this ____ day of _____, 2013.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

AGREED TO AND ACCEPTED by the Permittee this _____ day of
_____, 2013.

"Permittee"

CENTER POINT ENERGY HOUSTON ELECTRIC

By _____
Name Printed: _____
Title: _____

ATTEST:

Name Printed: _____
Title: _____

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____,
2012, by _____, the _____ of CENTER POINT ENERGY
HOUSTON ELECTRIC, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

C:\Freeport.SUP\Center Point-Velasco-SUP

ORDINANCE NO. 2013-2043

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY TO PERMIT THE SPECIFIC USE OF TRACT 1T, J.G. McNEEL SURVEY, ABSTRACT 335, BRAZORIA COUNTY, TEXAS, WITHIN THE CORPORATE LIMITS OF SAID CITY KNOWN LOCALLY AS 1102 F.M. 521, ALSO KNOWN AS 1102 NAVIGATION BOULEVARD AND FORMERLY KNOWN AS 1102 PINE STREET, AS SITE FOR A COMMUNICATIONS TOWER TO BE OPERATED BY CENTER POINT ENERGY HOUSTON ELECTRIC, UNDER CERTAIN CONDITIONS THEREIN SPECIFIED; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND APPROVAL.

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

WHEREAS, Subchapter A of Chapter 211 of the Local Government Code of Texas and Item (g) of Section 3.07 of the Home Rule Charter of the City of Freeport authorizes the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and conforms to the comprehensive zoning plan of said City.

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

SECTION ONE--Findings of Fact and Conclusions of Law.

The City Council of the City of Freeport, Texas, makes the following findings of fact and conclusions of law, viz:

First, that all public hearings required by the Zoning Enabling Act of the State of Texas, now codified as Chapter 211 of the Local Government Code, and the present Comprehensive Zoning Ordinance of the City of Freeport, Texas, read, passed and approved as Ordinance No. 1100 on the 3rd day of April, 1964, and hereinafter called "the Zoning Ordinance", were conducted in the manner and at the time required by said Act and the Zoning Ordinance.

Second, that not less than fifteen (15) days prior to the date of such hearings, a public notice thereof was published once in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City of Freeport, stating the time and place of such hearings.

Third, that not less than ten (10) days before the date of such public hearings, written notice of the application for the Specific Use Permit hereinafter mentioned was sent to all owners of real property located within two hundred (200') feet of the hereinafter described real property for which such permit is sought.

Fourth, that after giving due regard to the nature and condition of all adjacent uses and structures, the City Council of the City of Freeport, Texas, is of the opinion of that such proposed use conforms to the requirements and intent of the Zoning Ordinance and the Comprehensive Plan of the City; that conditions hereinbelow attached to the granting of such permit as hereby amended, are necessary to the public interest; and that such use under such conditions will not, under the circumstances of this particular case, constitute a nuisance or be detrimental to the public welfare of the community.

Fifth, that the health, safety, morals and general welfare of the City of Freeport, Texas, will best be served by the adoption of this ordinance and the granting of the Specific Use Permit hereinafter mentioned.

SECTION TWO--Comprehensive Zoning Ordinance Amended and Specific Use Permit Granted

The Zoning Ordinance is hereby amended and a Specific Use Permit is hereby granted with respect to Tract 1T, J.G. McNeel Survey, Abstract 335, Brazoria County, Texas, containing 0.622 acres, more or less, known locally as 1102 F.M. 521, also known as 1102 Navigation Boulevard and formerly known as 1102 Pine Street, Freeport, Texas, hereinafter called "the premises", to authorize the use of the premises as a site for a communications tower to be operated by Center Point Energy Houston Electric, hereinafter called "the Permittee", under the following terms and conditions, viz:

First, the following regulations shall apply:

(1) The tower shall be constructed so that, in the event it falls, such tower will fall within a distance of 150 feet from the center of the tower.

(2) The tower shall not exceed two hundred fifty (250) feet in height.

(3) The tower and any other improvements on the premises shall be constructed and maintained in a good and workmanlike manner and shall have an approved FAA light on top.

(4) All parking must be off street and within designated parking areas.

(5) Together with any other improvements constructed on the premises, the tower shall be completely surrounded by an eight foot (8') board on board type fence with an eight foot (8') foot board on board double gate containing two six (6') foot wide panels and with the boards positioned so as to screen the cabinet and other improvements thereon from being viewed from outside the premises at ground level.

(6) No hazardous materials may be stored on the premises;

(7) Any supplies, equipment or products kept on the premises must be stored within the fenced compound.

(8) The premises shall be kept safe, clean and free of debris and available for inspection by the Building Official at all times.

(9) The Permittee shall maintain in force and effect a general liability insurance policy insuring Permittee against liability for personal injury, death or damage to any person or property, real or personal, arising out of Permittee's use of the premises, with combined single limits of One Million and no/100 (\$1,000,000.00) Dollars, naming the City as additional insured.

Second, the Permit herein granted shall automatically terminate if the Permittee ceases to use the premises for the permitted purpose for ninety (90) consecutive days, attempts to assign this permit, or sells its interest to any third person, firm or corporation without such third person, firm or corporation agreeing in writing to be bound by the terms hereof, or if the Permittee's interest in the premises ends or is terminated for any reason.

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Third, this permit may also be terminated by the City Council if the Permittee fails or ceases to meet the requirements set forth in Item First of this Section of this ordinance. A termination by the City Council under this Item of this Section of this ordinance shall be upon the affirmative vote of a majority of the members of the City Council present and voting at any regular or special meeting thereof held after at least ten (10) days prior written notice has been sent by certified mail, return receipt requested and addressed to the Permittee at the premises, specifying the particular violation or violations. Any decision of the City Council thereon shall be entered upon the minutes of such meeting and shall be final.

SECTION THREE--Automatic Repealer Clause.

All of the section or provision of this ordinance were adopted and are intended by the City Council of the City to be an integrated whole. Therefore, if any section or provision is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared not to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions and this ordinance shall thereupon automatically cease to be of any further force and effect.

SECTION FOUR--Effective Date.

This ordinance shall take effect and be in force from and after the tenth (10th) day following its passage and adoption indicated below if, within such ten (10) day period, it is agreed to and accepted by the Permittee in the manner provided below; otherwise, this ordinance shall not take effect and shall be of no force or effect.

READ, PASSED AND ADOPTED this ____ day of _____, 2013.

**Norma Moreno Garcia, Mayor,
City of Freeport, Texas**

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NOTICE OF PUBLIC BUDGET HEARING

BE IT KNOWN that on **Monday, September 9th, 2013**, beginning at **6:00 o'clock, p.m.**, the **City Council of the City of Freeport, Texas**, will conduct a **PUBLIC HEARING** at the **Police Department Municipal Courtroom of the City of Freeport, Texas**, located therein at **430 North Brazosport Boulevard**, on the **PROPOSED BUDGET of the City for the FISCAL YEAR 2013-2014**, which may be **EXAMINED** on request at the **Office of the City Manager, 200 West Second Street, Freeport, Texas 77541**, during normal business hours. **WRITTEN COMMENTS** concerning the budget must be mailed to arrive at or be delivered in person to the office of the **City Manager** at such office prior to **5:00 p.m.** on the day of such hearing. **VERBAL COMMENTS** will be accepted at the time of the hearing.

Delia Muñoz, City Secretary
City of Freeport, Texas

NOTE: Publish once at least fifteen (15) days before the date of the hearing.

KENNEMER, MASTERS & LUNSFORD

CERTIFIED PUBLIC ACCOUNTANTS

Limited Liability Company

Lake Jackson Office
8 West Way Court
Lake Jackson, Texas 77566
(979) 297-4075 Fax: (979) 297-6648
(800) 399-4075

Houston Office:
10260 Westheimer, Suite 410
Houston, Texas 77042
(281) 974-3416 Fax: (281) 974-3764

Engagement Letter

June 17, 2013

To the Honorable Mayor and
Members of City Council
and City Manager
City of Freeport
Freeport, Texas 77541

We are pleased to confirm our understanding of the services we are to provide the City of Freeport (the "City") for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Freeport as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures, and Changes in Fund balances – Budget and Actual – General Fund and Major Special Revenue Funds
- 3) Texas Municipal Retirement System Schedule of Funding Progress – Last Three Years.
- 4) Texas Statewide Emergency Services Personnel Retirement Fund Schedule of Funding Progress – Last Three Years.

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www.kmkwllc.com – Email: kmkw@kmkwllc.com

Members: American Institute of Certified Public Accountants, Texas Society of Certified Public Accountants,
Partnering for CPA Practice Success

Honorable Mayor and Members of
City Council and the City Manager
Engagement Letter
June 17, 2013
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We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Combining and Individual Fund Statements and Schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. Our audit will also include performing procedures on the financial information of the Freeport Economic Development Corporation to enable us to express such an opinion. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the

Audit Objectives - Continued

result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements of the government and component unit, (2) additional information of the government and component unit that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government and component unit from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management Responsibilities - Continued

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Engagement Administration, Fees, and Other - Continued

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kennemer, Masters & Lunsford, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a government regulator or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kennemer, Masters & Lunsford, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a government regulator. If we are aware that a federal or state awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We will coordinate the beginning dates for the audit fieldwork with appropriate City personnel later in the year (initial planning, interim, and year-end audit fieldwork). Based upon approximate fieldwork dates, we plan to issue a draft copy of our reports no later than February 10, 2014 and final reports by February 17, 2014. Kevin R. Cadenhead, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We will coordinate the beginning dates for the audit fieldwork with appropriate City personnel later in the year (initial planning, interim, and year-end audit fieldwork). Based upon approximate fieldwork dates, we plan to issue a draft copy of our reports no later than February 10, 2014 and final reports by February 17, 2014. Kevin R. Cadenhead, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Honorable Mayor and Members of
City Council and the City Manager
Engagement Letter
June 17, 2013
Page 8

Engagement Administration, Fees, and Other - Continued

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we estimate our gross fee, including expenses, to be \$ 28,275. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We are providing you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2011 peer review report accompanies this letter. Further as a supplement to this letter, we are enclosing an explanation of certain of our Firm's Client Service Concepts. We have found that such explanation helps avoid misunderstandings and enhances our ability to work closely with our clients.

We appreciate the opportunity to be of service to the City of Freeport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Kennemer, Masters & Lunsford, LLC

By 
Kevin R. Cadenhead, CPA
Partner

Honorable Mayor and Members of
City Council and the City Manager
Engagement Letter
June 17, 2013
Page 9

RESPONSE:

This letter correctly sets forth the understanding of the City of Freeport.

Management:

Governance:

Title: _____

Title: _____

Date: _____

Date: _____

August 23, 2011

Kevin Ray Cadenhead, CPA
Kennemer, Masters & Lunsford, CPAs, LLC
8 W Way Ct
Lake Jackson, TX 77566

Dear Mr. Cadenhead:

It is my pleasure to notify you that on August 22, 2011 the Texas Society of CPAs 2011-12 Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2014. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Jerry L. Cross, CPA
Director, Peer Review
jcross@tscpa.net

800 428-0272

cc: Robert Goldstein, CPA

Firm Number: 10084266

Review Number: 320465

Robert D. Goldstein, CPA

2603 Augusta Drive • Suite 1100 • Houston, TX 77057-5639

(713) 787-9927 • e-mail RDGTexas@aol.com

Member of the TSCPA and the AICPA Center for Audit Quality

System Review Report

July 8, 2011

To the Members of Kennemer, Masters & Lunsford, LLC
and the Peer Review Committee of the Texas Society of Certified Public Accountants

I have reviewed the system of quality control for the accounting and auditing practice of Kennemer, Masters & Lunsford, LLC (the firm) in effect for the year ended March 31, 2011. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In my opinion, the system of quality control for the accounting and auditing practice of Kennemer, Masters & Lunsford, LLC in effect for the year ended March 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Kennemer, Masters & Lunsford, LLC has received a peer review rating of *pass*.



Robert D. Goldstein, CPA

KENNEMER, MASTERS & LUNSFORD, LLC

CLIENT SERVICE CONCEPTS

An Open Letter to Our Clients:

The following is a discussion of certain of our Firm's Client Service Concepts. We have found that explanation of these concepts helps to clarify our services, and enhances our ability to work more closely with you. Moreover, although certain of these concepts may involve services you have not engaged us to perform, this discussion may help to clarify future engagements.

Accounting and Auditing

Responsibilities

We will use our skills as accountants and auditors on your behalf and are responsible for performing such work with due professional care within the framework of our professional standards. However, as management of the City, you are necessarily more familiar with its operations, its personnel and the reality underlying its books and records. Accordingly, your management will remain primarily responsible for the data and information contained in the financial statements, as well as for the evaluation of the capability and integrity of the City's personnel and the maintenance of adequate accounting records and internal controls for safe-guarding the City's assets. As we near completion of our audit work, we will ask you to carefully review the financial statements and confirm to us in writing the important representations they contain, which we will rely upon. Therefore, if there is anything in those statements that is not completely clear to you, please be sure to question us until you are satisfied.

Issuance of Reports

When we report upon your financial statements or other financial data, our exercise of professional due care includes important processes wherein we review our own work. When our work has been completed, our findings will be presented to you in a formal report. Accordingly, although we may sometimes make a pencil or draft copy of our report available to you as a courtesy, those findings are not to be relied upon or disseminated until our completed formal report is issued.

Other Information in Documents Containing Financial Statements

The inclusion of our reports in documents containing information in addition to the financial statements and our reports thereon (e.g., regulatory filings, offering circulars, etc.) may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our reports should not be used for any such purposes without our consent. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

Concepts Which Pertain To All Services

Timeliness

We not only aim to perform our work in keeping with the highest professional standards, but we also expect our work to be conducted efficiently and completed on time. We plan our engagements to make sure we do this, but because of circumstances beyond our control, and often beyond yours as well, this is not always possible. When situations arise when it appears there will be delays or we must do additional work, our people are instructed to inform you promptly. We believe you should be made aware of any matter that may impact our service or fees and given the opportunity to help resolve any problems which arise.

Supervision of Your Personnel

When called for by our engagement, we would be pleased to provide your personnel with appropriate guidance and assistance. For example, we might provide certain record keeping or financial reporting instructions to your accounting staff. However, we are sure you understand that we cannot be responsible for the day-to-day supervision of your personnel or for ensuring that such personnel fulfill their assigned responsibilities. You, or someone on your staff, must exercise this responsibility.

Independence

One last point: to provide you with proper, unbiased and objective service, our professionals should be independent of your organization. This not only means that our people should not have any investment or other business dealings with your organization or personnel, but also, that they cannot accept gifts or other personal payments from you in appreciation for their services.

Naturally, they are not to accept any commissions or other payments from any suppliers or other parties with whom you do business for having referred them to you. These rules are very important and we not only ask your cooperation in applying them, but request you to advise us if you observe anything that might indicate that these policies are not being followed.

We intend the name "Kennemer, Masters & Lunsford, LLC" to stand for outstanding client service. We want you to be so pleased by our service that you will recommend us to your friends and business associates. If, however, any of our people do not adhere to the foregoing service concepts, or if our service does not please you for any other reason, please let us know. Feel free to call your account officer or managing officer.

We would be pleased to answer any questions you might have about this discussion, or any other aspects of our client services.

Sincerely,

Kennemer, Masters & Lunsford, LLC
The Shareholders/Partners of
Kennemer, Masters & Lunsford, LLC



11821 East Freeway
Suite 400
Houston, Texas 77029

Phone 713.460.1300
Fax 713.460.1305
www.ljaengineering.com

July 31, 2013

Honorable Mayor and City Council
City of Freeport
City Hall
200 W. 2nd Street
Freeport, Texas 77541

RE: Bid Tabulation and Recommendation for Award for Construction of
Sanitary Sewer Line Replacement 2013
LJA Project No. E217-0020

Honorable Mayor and Council,

Bids for construction of the reference project were received at 2:00 A.M., Tuesday, July 23, 2013 at the City of Freeport City Hall 2nd Floor Conference Room and subsequently read in public. Two (2) contracting firms submitted bids for the project. No errors were found in the bids.

The bidders from low to high and the total amounts bid for BID FORM NO. 1 are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Matula & Matula Construction, Inc.	Lake Jackson, TX	<u>Street Amount</u>
Victoria Street		\$ 144,306.60
Lafitte Street		\$ 79,342.50
Fisher Street		\$ 169,795.20
Britt Bailey Street		\$ 158,853.10
Supplementary Items		\$ 24,536.00
Total Contract Amount		\$574,833.40



Honorable Mayor and Council
 City of Freeport
 July 31, 2013
 LJA Project No. E217-0020
 Page 2

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
Horseshoe Construction, Inc.	La Porte, TX	<u>Street Amount</u>
Victoria Street		\$ 226,329.00
Lafitte Street		\$ 117,039.00
Fisher Street		\$ 251,232.00
Britt Bailey Street		\$ 236,426.00
Supplementary Items		\$ 18,487.50
Total Contract Amount		\$ 849,513.50

The bidders from low to high and the total amounts bid for BID FORM NO. 2 are as follows:

Horseshoe Construction, Inc.	La Porte, TX	<u>Street Amount</u>
Victoria Street		\$ 116,491.00
Lafitte Street		\$ 50,706.00
Fisher Street		\$ 98,656.00
Britt Bailey Street		\$ 104,894.00
Supplementary Items		\$ 20,825.00
Total Contract Amount		\$ 391,572.00

Matula & Matula Construction, Inc.	Lake Jackson, TX	NO BID
------------------------------------	------------------	--------

LJA Engineering recommends the following streets be done under Bid Form No. 2 by the Pipe Bursting method:

Lafitte Street in the amount of \$50,706.00
 Fisher Street in the amount of \$98,656.00
 With Supplementary Items \$20,825.00 (all of which probably will not be used)

For a total of \$170,187.00, which is within the available funds.

A copy of the Bid Tabulation is attached.

Honorable Mayor and Council
City of Freeport
July 31, 2013
LJA Project No. E217-0020
Page 3

The bidding documents of the bidders were examined and found to be in order. A Qualification Statement of the low bidder is submitted for your review.

Our investigation of Horseshoe Construction, inc. of La Porte, Texas included a review of their financial statement, surety, references of previous projects and past work experience with LJA Engineering. Based on our investigation, we recommend awarding a contract to the low bidder of Bid Form No. 2. The total amount bid by the low bidder for the above recommended streets is \$170,187.00.

If you have any questions or need additional information, please advise.

Sincerely,



Wallace Trochessat, P.E.
Vice President

Attachment

cc: Mr. Bob Welch, City of Freeport
Mr. Jeff Pynes, City Manager
Ms. Delia Munoz, City Secretary
Ms. Laura Tolar, City of Freeport
Mr. Gilbert Ariapa, City of Freeport
Ms. Nancy Friudenberg, Brazoria County CDBG Representative
Mr. Jimmy Flowers, LJA
Les Dodson, LJA
Laura Hedden, LJA
Construction File 16.6

RESOLUTION NO. 2013-2415

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE PLANNING COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of the below named members of the Planning Commission of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said commission for another term.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Planning Commission of the City for a full term of two (2) years each and until a successor for each such person shall have been appointed and qualified, to-wit: TOBEY DAVENPORT and EDDIE VIRGIL.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2013.

**Norma Moreno Garcia, Mayor
City of Freeport, Texas**

**ATTEST: _____
Delia Munoz, City Secretary
City of Freeport, Texas**

RESOLUTION NO. 2013-2416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE LIBRARY BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the below named members of the Library Board of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person as members of said board for another term.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Library Board of the City for a full term of two (2) years each and until a successor for each of such person shall have been appointed and qualified, to-wit: LILA LLOYD, JAMES WALKER, JUNE STRAMBLER, NANCY HUGHES and MARGIE EDWARDS.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Library Board of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointees shall take the Constitutional Oath of Office and sign the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2013.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2013-2417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE HISTORICAL COMMISSION AND MAIN STREET ADVISORY BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of the following named members of the Historical Commission and Main Street Advisory Board of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons for another two (2) year term each.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Historical Commission and Main Street Advisory Board of the City for a full term of two (2) years each and until a successor for such persons shall have been appointed and qualified, to-wit: LALO GARCIA and IWEST STRAMBLER.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the consolidated Historical Commission and Main Street Advisory Board of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this __ day of _____, 2013.

**_____
Norma Moreno Garcia, Mayor
City of Freeport, Texas**

**ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas**

RESOLUTION NO. 2013-2418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE BOARD OF ADJUSTMENT OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of Jesse Aguilar, Jim Pirrung and Tim Closs as members of the Board of Adjustment of the City of Freeport, Texas ("the City") have expired and two (2) positions are vacant; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said board leaving one position vacant for the present time.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Adjustments of the City for a full term of two (2) years each and until a successor for such persons shall have been appointed and qualified, to-wit: Raul Ramirez, Jesse Aguilar, Jim Pirrung, Tim Closs and Michael Vandergriff.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Board of Adjustment of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2013.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2013-2419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE URBAN RENEWAL BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of the below named members of the Urban Renewal Board of the City of Freeport, Texas ("the City") has expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person for another term.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Urban Renewal Board of the City for a full term of two (2) years each and until a successor for such persons shall have been appointed and qualified, to-wit: JOHN F. SHULTS, JR., ANNETTE SANFORD, KEN TYNER and RAUL RAMIREZ.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Urban Renewal of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2013.

**Norma Moreno Garcia, Mayor
City of Freeport, Texas**

**ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas**

RESOLUTION NO. 2013-2420

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE BEAUTIFICATION, PARKS AND RECREATION COMMITTEE OF SAID CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office of the below named members of the Beautification, Parks and Recreation Committee of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to re-appoint the below named qualified persons as members of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Beautification, Parks and Recreation Committee of the City for a full term of two (2) years and until a successor for such persons shall have been appointed and qualified, to-wit: GUADALUPE GONZALES, MARGARET L. McMAHAN, MICHAEL DOHLE and MICHELLE BACKMAN.

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Beautification, Parks and Recreation Committee of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2013.

**Norma Moreno Garcia, Mayor
City of Freeport, Texas**

**ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas**

RESOLUTION NO. 2013-2421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE CHARTER REVIEW COMMISSION OF THE CITY FOR THE YEAR 2013; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the Home Rule Charter of the City of Freeport, Texas ("the City") requires that a Charter Review Commission be appointed in odd numbered years for a term of six (6) months; and

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said commission.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Charter Review Commission of the City for a six (6) month term, which will expire on December 31, 2013, to-wit: SANDRA BARNETT, ERIC HAYS, ANNETTE SANFORD, JASON THOMPSON.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Charter Review Commission of the City by law and the Home Rule Charter of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, the above named appointee shall take the Constitutional Oath of Office and sign the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2013.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2013-2422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSONS TO THE SENIOR CITIZENS COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the below named members of the Senior Citizen Commission of the City of Freeport, Texas ("the City") have expired; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified persons as members of said commission for another full term.

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

SECTION ONE (1): REMOVAL AND APPOINTMENT

The City Council of the City nominate, constitute and appoint the following named qualified persons to such commission for a full term of two (2) years each and until the successors of such appointees have been appointed and qualified, to-wit: ONA JOHNSON, SAMMY T. MOORE, MARTHA WESTBROOK and SHIRLEY THERIOT.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Senior Citizens Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointee shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this _____ day of _____, 2013.

Norma Moreno Garcia, Mayor
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2013-2423

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF FREEPORT,
TEXAS APPROVING THE FORM OF BYLAWS FOR THE CITY OF
FREEPORT REDEVELOPMENT AUTHORITY.**

* * * * *

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

Section 1. That the City Council approves the By-Laws of the City of Freeport Redevelopment Authority, a copy of which is attached here to labeled Exhibit "A" and made a part hereof for all purpose.

Section 2. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Tex. Gov't Code and said notice and posting are hereby authorized, approved, resolved, ratified, and confirmed.

APPROVED this _____ day of _____ 2013.

Mayor, City of Freeport

ATTEST:

Secretary, City of Freeport

**BYLAWS
OF
FREEPORT REDEVELOPMENT AUTHORITY**

**ARTICLE I
PURPOSES**

The Freeport Redevelopment Authority (the "Authority") is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c) (3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Authority is organized for the purpose of aiding, assisting, and acting on behalf of the City of Freeport, Texas (the "City") in the performance of its governmental functions to promote the common good and general welfare of the following areas: the Velasco Townsite, an Urban Renewal Area (the "Area"), and any other similar areas designated as economic development areas created by or consented to by the City by the City Council of the City that is determined to be a consistent with this Article I (collectively, ("Economic Development Areas"): to promote, develop, encourage and maintain housing, employment, commerce, transportation and economic development in the City; to administer, manage and supervise economic development implemented by or on behalf of the City.

The Authority is further organized to aid, assist and act on behalf of the City:

- (a) in the implementation of the economic development of the Area;
- (b) in the development and implementation of City Economic Development and other policies for the Area including the acquisition, the sale or lease of land for economic development purpose; and
- (c) in the development, construction, acquisition, maintenance and administration of any other project in the Area and any other economic development area.

The Authority is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Authority to assist and at on behalf of the City.

The Authority shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Chapter 22, Texas Business Organization trade.

The Authority shall have all other powers of a like or different nature not prohibited by law which are available to a non-profit corporation in Texas and which are necessary or useful to enable the Authority to perform the purpose for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Authority shall not issue bonds or obligations without the consent of the City Council of the City.

The Authority is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Authority are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Authority shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Appointment, Classes, Powers, Number, and Term of Office. All powers of the Authority shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of five (5) persons who shall be the elected members of the City Council of the City of Freeport.

Each Director shall serve for a term of 2 years, or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. The initial terms shall begin on the filing of the Authority's Certificate of Formation with the Texas Secretary of State and shall end on December 31, _____. The number of Directors may only be increased or decreased by an amendment to the Bylaws, with the written consent of the City Council of the City.

If any of the following persons are not serving as a member of the Board, he or she shall serve as an ex-office, non-voting member of the Board:

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- (1) City Manager;
- (2) Public Works and Municipal Utilities;
- (3) City Attorney;
- (4) Director of the City Planning and Development; and
- (5) Director of the Area Economic Development Foundation.

Any person designated as an ex-officio member of the Board is entitled to notice of and to attend meetings of the Board.

In addition, the Board of Directors of the Authority may designate one or more representatives of Brazoria County, or other political subdivisions as ex officio, non-voting members of the Board of Directors.

Section 2. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Authority at such place or places within the City as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Authority in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the board for the same length of time and in the same manner and location as is required of the City under Chapter 551, Texas Government Code (the "Open Meetings Act").

Section 3. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location in the City designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. Regular Meetings. Regular meetings of the Board shall be held at such times and places be held whenever called by the Chairperson of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, facsimile, mail or telegraph at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required of the City under Section 551.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Authority may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be

present, even though without any notice, any matter pertaining to the purposes of the Authority may be considered and acted upon to the extent allowed by the Open Meetings Act.

Section 5. Quorum. A majority of the Board then appointed and serving shall constitute a quorum for the consideration of matters pertaining to the purposes of the Authority. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Certificate of Formation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the Secretary of the Authority immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

Section 6. Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Authority shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Authority shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. Executive Committee, Other Committees. The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in

the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Authority, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Authority, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

Section 8. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacity) which are reasonable and necessary in carrying out the Authority's purposes.

Section 9. Board of Advisory Directors. The Board may establish a Board of Advisory Directors composed of members who are, in the judgment of the Board, qualified to advise with respect to the activities of the Authority. Members of the Board of Advisory Directors shall serve for a term of one (1) year or such longer term as may be fixed by the Board, not to exceed four (4) years. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors shall be fixed from time to time by the Board. The officers and Directors of the Authority may consult with the Board of Advisory Directors from time to time with respect to the activities of the Authority but the Board of Advisory Directors shall in no way restrict the powers of the Board nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for the management of the affairs of the Authority. Advisory Directors shall not receive any salary or compensation for their services as Advisory Directors; provided, that nothing contained herein shall be construed to preclude any Advisory Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than an

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"Advisory Director" capacity) which are reasonable and necessary in carrying out the Authority's purposes.]

Section 10. Director's Reliance on Consultant Information. A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Authority;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

ARTICLE III OFFICERS

Section 1. Titles and Term of Office. The officers of the Authority shall be a Chairperson of the Board, one or more vice Chairpersons of the Board, a president, one or more vice presidents, a secretary, a treasurer, an investment officer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chairperson of the Board nor the President shall hold the office of Secretary. The term of office for each officer (other than the Chairperson) shall commence on the date of such officer's election and terminate on the earlier of two (2) years; the date that the officer is replaced by the board; or, if the officer is a member of the Board, the date that the officer is no longer a member of the Board. The Chairperson shall serve for the term designated by the Mayor and City Council of the City.

All officers shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board then appointed and serving.

A vacancy in the office of any officer (other than the Chairperson) shall be filled by the City Council.

Section 2. Powers and Duties of the Chairperson. The Chairperson shall be a member of the Board and shall preside at all meetings of the Board. The

Chairperson shall be designated, by the Mayor of the City. He or she shall have such duties as are assigned by the Board. The Chairperson may call special or emergency meetings of the Board.

Section 3. Powers and Duties of the Vice Chairperson. The Vice Chairperson shall be a member of the Board. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of his or her office. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

Section 4. Powers and Duties of the President. The President shall be the principal executive officer of the Authority and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Authority. In furtherance of the purposes of the Authority and subject to the limitations contained in the Certificate of Formation, the President, Chairperson, or Vice Chairperson may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Authority.

Section 5. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 6. Treasurer. The Treasurer shall have custody of all the funds and securities of the Authority which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Authority, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Authority in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Authority, either alone or jointly with such other officer as is designated by the

Board; *whenever* required by the Board, he or she shall render a statement of his or her case account; he or she shall enter or cause to be entered regularly in the books of the Authority to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Authority; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Authority and subject to the limitations contained in the Certificate of Formation, he or she may sign with the President in the name of the Authority and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Authority; he or she shall have charge of the Authority's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Authority during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 8. Compensation. Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Authority's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

Section 9. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Authority, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Authority or another person, that were prepared or presented by:

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(a) one or more other officers or employees of the Authority, including members of the Board; or

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Authority shall begin October 1 of each year.

Section 2. Seal. The seal of the Authority shall be such as from time to time may be approved by the Board.

Section 3. Notice and Waiver of Notice. Whenever any notice whatever, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Authority, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. Resignations. Any Director, officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 6. Appropriations and Grants. The Authority shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification. Subject to the limitations and conditions as provided in this Article V and the Certificate of Formation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Authority or while a Director or officer of the Authority is or was serving at the request of the Authority as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Authority to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Authority to provide broader indemnification rights than said law permitted the Authority to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Authority the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Authority of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. Indemnification of Employees and Agents. The Authority, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Authority to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Authority may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Authority but who are or were serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Authority may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Authority or its business at a time when he or she is not a named defendant or respondent in the proceeding.

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Section 5. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation of the Authority or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 6. Insurance. The Authority may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Authority or is or was serving at the request of the Authority as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Authority would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 6. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 7. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Authority shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

[PROVISIONS RELATING TO MINORITY CONTRACTING

The Authority shall attempt to stimulate the growth of disadvantaged businesses inside the City by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Authority contracts. The Authority shall establish one or more programs designed to increase participation by disadvantaged businesses in contract awards which will conform to City approved programs. Any program established by the Authority shall provide that disadvantaged businesses certified by the City shall be the disadvantaged businesses certified for Authority contracts.]

ARTICLE VII

CODE OF ETHICS

Section 1. Policy and Purposes.

(a) It is the policy of the Authority that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Authority; and that the Board establish policies to control and manage the affairs of the Authority fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Authority's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. Conflicts of Interest.

(a) Except as provided in subsection(c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of

\$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Authority will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Authority. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he lives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

Section 4. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

Section 5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII
AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board then appointed and serving at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the City Council of the City to be effective.