

NOTICE OF PUBLIC HEARING
THE FREEPORT CITY COUNCIL
TUESDAY, JANUARY 20, 2015, 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 January 5, 2015 Council Minutes. Pg. 6-7
5. Attending citizens and their business.
6. Consideration of approving and releasing the City of Freeport trust property on Block 37, Lots 8-10, NW 13 ft. of Lot 11 Velasco Townsite, 620 South Ave. D., Id. 8110-0408-000. Pg. 8-11
7. Consideration of approving Resolution No. 2015-2458 authorizing the Mayor to execute and the City Secretary to attest a License granting to Avanti Investments, L.L.C., the exclusive use of a portion of the dedicated and opened public street in the Velasco Townsite, within said City, known as Perry Street, adjoining the southeasterly boundary line of Block 663 of said Townsite. Pg. 12-21
8. Consideration of approving Resolution No. 2015-2459 a request from the Brazoria County Clerks-Election Division to support and to use our early voting location as one of the Voting Centers. Pg. 22-26
9. Consideration of approving Ordinance No. 2015-2079 abandoning the unopened and unused right-of-way for the 500 Block of East Fourth Street shown on the plat of the Freeport Townsite as the right-of-way between Block 3 and 4 of said townsite. Pg 27-30
10. Consideration of approving Ordinance No. 2015-2080 designating and establishing an Industrial District to be known as the Freeport LNG Industrial District; prescribing the form and substance of an industrial District Contract and the terms upon which the City will treat with the owners of land within such industrial district; Ratifying and confirming the execution and attestation of such contract by the Mayor and City Secretary, respectively and the delivery of certified copies of such contract by the Mayor to the other parties thereto. Pg. 31-66

11. Consideration of approving Ordinance No. 2015-2081 abandoning as a public Right-of-Way the unopened and unused fifty foot Right of Way between Jones Road and Lafitte street shown on the plat on the Brazos Coast Investment Company Subdivision, Division 14, and described in Exhibit A. Pg. 67-71
12. Consideration of approving a reimbursement agreement for City of Freeport Water and Sewer Line extension and connection to Freeport LNG Pretreatment facility. Pg. 72-77b
13. Consideration of approving and authorizing the City Manager to expend funds for downtown lighting. Pg. 78-79
14. Consideration of authorizing the City Manager to enter into an agreement with Praxair and Schintech for construction of a water line for potable water.
15. Consideration of taken action on any items discussed in Executive Session.

Work Session:

- A. Regarding a Sport Complex. Pg. 80

Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matters in which his duty to the City Council under the Texas Disciplinary Rules of professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- Regarding Rights of Way & Plats
- Pending Contractual Negotiations regarding :
H & H Ventures LLC
Freeport Municipal Golf Course

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, January 16, 2015 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 Freeport City Council met on Monday, January 5, 2015 at 6:00 p.m., at the Freeport Municipal Court Room, Freeport Police Department, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda item:

City Council: Mayor Norma Moreno Garcia
Councilman Larry McDonald
Councilman Fred Bolton
Councilwoman Sandra Loeza
Councilwoman Sandra Barbree

Staff: Jeff Pynes, City Manager
Gilbert Arispe, Assistant City Manager
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Brian Davis, Fire Chief
Raymond Garivey, Police Captain

Visitors: Sam Reyna Nicole Mireles
Manning Rollerson Jerry Meeks
Lance Reaves Christi Mercado

Call to order.

Mayor Norma M. Garcia called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Nicole Mireles led the Pledge of Allegiance.

Consideration of approving the December 1, 2014 Council Minutes.

On a motion by Councilwoman Barbree, seconded by Councilman Bolton, with all present voting "Aye" Council unanimously approved the December 1, 2014 Council Minutes.

Attending citizens and their business.

There were none.

Consideration of approving and signing a replat for Avanti Investments, LLC on Lots 7 through 12 and the East 2' of Lot 6, Block 663 of the Velasco Townsite as recorded in Volume 32, Page 14 of the Brazoria County Plat Records in the C. Henniger Survey, Abstract 211, City of Freeport, Brazoria County.

On a motion by Councilwoman Barbree, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved to sign a replat for Avanti Investments, LLC on Lots 7 through 12 and the East 2' of Lot 6, Block 663 of the Velasco Townsite as recorded in Volume 32, Page 14 of the Brazoria County Plat Records in the C. Henniger Survey, Abstract 211, City of Freeport, Brazoria County. Councilman McDonald noted that he had not signed the replat.

Consideration of approving and setting February 2, 2015 as a public hearing date for the purpose of determining whether or not the structures located on hereinafter described real property located within the corporate limits of the City fail to meet the standards set forth in the Standard Code and is/are therefore "unsafe" as that term is defined in the Standard Code:

1003 West 11th Street, Block 8, Lot 7 Southview Gardens
304 South Front Street, Block 20, Lot 3-4, Velasco Townsite
410 East 6th Street, Block 12, Lot 14, Freeport Townsite
619 West 6th Street, Block 87, Lot 4, Freeport Townsite
623 West 6th Street, Block 87, Lot 3, Freeport Townsite
3434 Bowie Lane, 0.203 Acres, Tract 14, Block I-II, A0089 JNO MCNEE
615 West 5th Street, Block 86, Lot 4-5, Freeport Townsite
307 East 7th Street, Block 22, Lot 2, Freeport Townsite

On a motion by Councilman McDonald, seconded by Councilman Bolton, with all present voting "Aye", Council unanimously approved to setting February 2, 2015 as a public hearing date for the purpose of determining whether or not the structures located on hereinafter described real property located within the corporate limits of the City fail to meet the standards set forth in the Standard Code and is/are therefore "unsafe" as that term is defined in the Standard Code.

Consideration of approving and rescheduling January 19, 2015 Council Meeting to January 20, 2015 due to Martin Luther King holiday.

On a motion by Councilman McDonald, seconded by Councilwoman Barbree, with all present voting "Aye", Council unanimously approved to reschedule January 19, 2015 Council Meeting to January 20, 2015 due to Martin Luther King holiday.

Adjourn

On a motion by Councilman McDonald, seconded by Councilman Bolton, with all present voting "Aye", Mayor Norma Garcia adjourned the meeting at 6:11 p.m.

Mayor Norma Garcia
City of Freeport, Texas

City Secretary Delia Munoz
City of Freeport, Texas

**PROPERTY MANAGEMENT
MEMO**

January 5, 2015

Jeff Pynes
City Mgr

re: Lots 8 to 10, pt lot 11, Block 37, Velasco Townsite
620 South Avenue G
Tax ID 8110-0408-000

The Brazoria County Resale Committee has received an offer on the a referenced property held in Trust and has requested whether or not the City would release their interest in the property.

Find attached the following documents for Council consideration:

- a. Trust Property Sale Information Sheet
- b. Pictometry aerial view of property
- c. CAD plat of property ID 259908 (high-lighted).



N C Hickey
Property

Approved for Council Agenda:



Jeff Pynes

3 Attach

/s

**PROPERTY MANAGEMENT
MEMO**

TRUST PROPERTY SALE - COUNCIL ACTION

Council Agenda Date: January 20, 2015
Agenda Item: _____

Legal Description:	Lot 8 to 10, NW 13 ft lot 11, Block 37, Velasco
Street Address:	620 South Avenue G
Tax ID No.	8110-0408-000
Type of Property:	Trust
Sheriff Sale Date:	10-7-14
Sheriff Deed No:	2014046933
Years Taxes Delinquent	6
Judgment Information	\$8,267.35
Court Cost:	\$1,788.95
Previous Owner:	Charlie Williams
Appraisal District Value:	\$44,160.00
Offered by Keri Watson & Clenton Salinas	\$10,001.00
Judgment + Court Cost	\$10,056.30
Liens:	\$ 0
Distribution amount to Freeport	\$ -0-

Zoning: R-2 - Single Family Residential

Action by Council: Accept offer
 Reject offer
 Re-agenda

COMMENTS:

Motion by _____ Second _____, Vote _____

Trust Property Sale - Council Action

Workspace

Workspace (Author)

- Annotations
- Bookmarks
- Layers
 - ABSTRACTS
 - BLOCKS
 - CELL_TOWERS
 - CITY_LIMITS
 - ETJ
 - IMPROVEMENTS

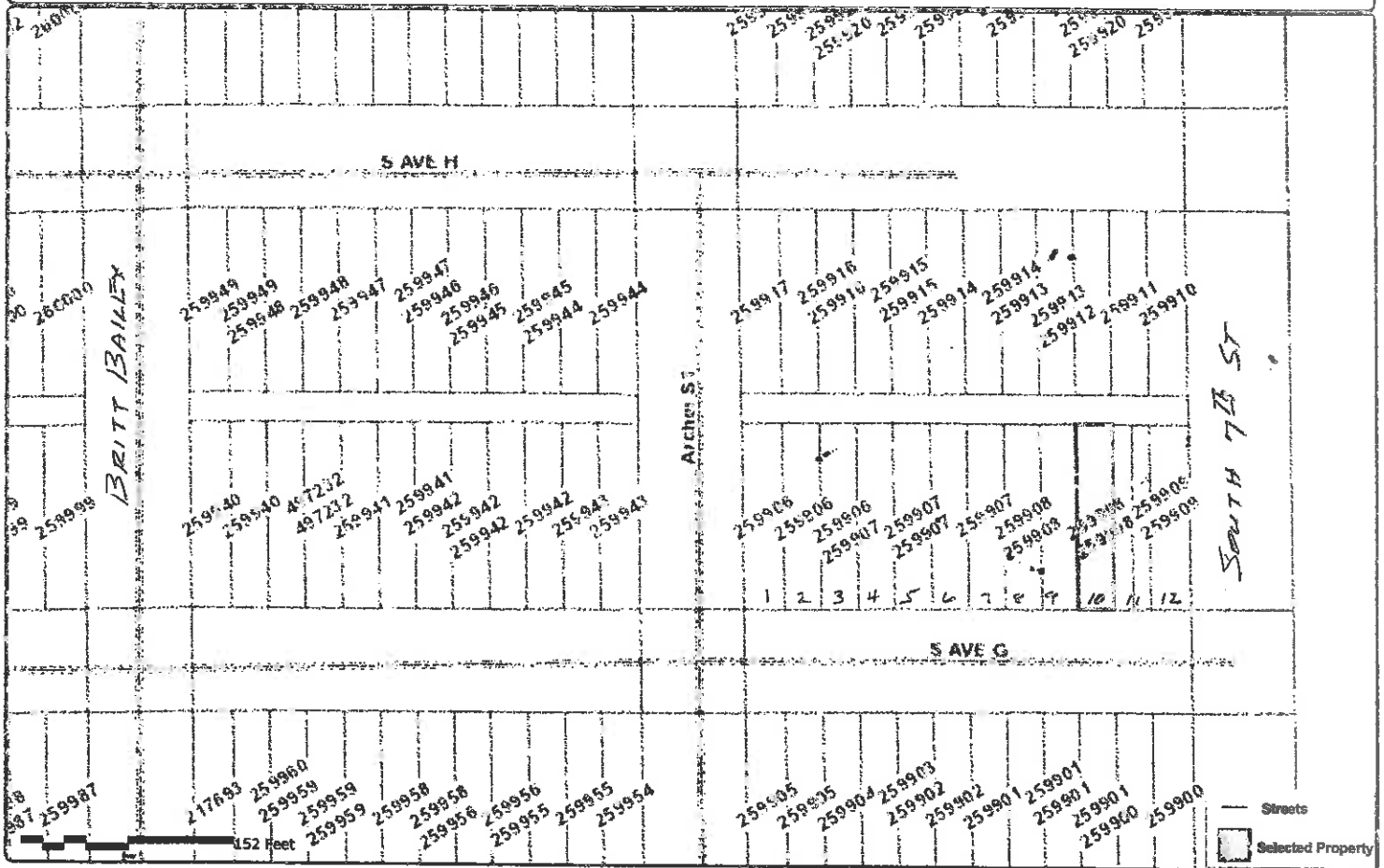
Properties

Name	Value

Selections

Block 37 Lots 8-10, + NW 13 Ft. Block 11

Brazoria CAD - Map of Property ID 259908 for Year 2015



Property Details

Account

Property ID: 259908
 Geo ID: 8110-0408-000
 Type: Real

Legal Description: VELASCO (FREEPORT), BLOCK 37, LOT 8TO10-NW/13' LOT 11

Location

Situs Address: 620 S AVE G FREEPORT, TX
 Neighborhood: VELASCO
 Mapsco:

Jurisdictions: JBR, CAD, RDB, NAV, SBR, CFP, GBC, DR2

Owner

Owner Name: CITY OF FREEPORT IN TRUST
 Mailing Address: , 200 W 2ND ST, FREEPORT, TX 77541-5773

Property

Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/51/259908/2015>

powered by
PropertyACCESS
www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

RESOLUTION NO. 2015-2458

AN RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST A LICENSE GRANTING TO AVANTI INVESTMENTS, L.L.C., THE EXCLUSIVE USE OF A PORTION OF THE DEDICATED AND OPENED PUBLIC STREET IN THE VELASCO TOWNSITE, WITHIN SAID CITY, KNOWN AS PERRY STREET, ADJOINING THE SOUTHEASTERLY BOUNDARY LINE OF BLOCK 663 OF SAID TOWNSITE; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

WHEREAS, Sections 726.003 and 726.004 of the Transportation Code and Sections 2.01 and 2.03 and Item (p) of Article 3.07 of the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the granting AVANTI INVESTMENTS, L.L.C., an Arizona Limited Liability Company, of a license for the exclusive use of a portion of Perry Street, hereinafter described, is in the public interest and will benefit the public by allowing the owner of the adjoining premises to continue using the structure now located on that portion of such right-of-way for and during the term of the license and any extension of such term that may be granted hereafter; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this resolution is necessary to the health, safety and general welfare of its inhabitants.

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

First, the Mayor and City Secretary of the City OF Freeport, Texas ("the City") are hereby authorized to executed and attest, respectively, a license granting to AVANTI INVESTMENTS, L.L.C., an Arizona Limited Liability Company, ("the Licensee") the exclusive right to use and enjoy the north westerly eight (8') feet of the right-of-way of the dedicated and opened street in the Velasco Townsite, within the City, in Brazoria County, Texas, known as Perry Street, adjoining the southeasterly boundary line of Block 663 of the Velasco Townsite, being south of the alley in said Block 663 and north of the northerly right-of-way line of North Gulf Boulevard, such portion being highlighted on the copy of the Replat marked Exhibit "A", attached hereto and made a part hereof for all purposes.

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

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

Fourth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 2015.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Rsl\Avanti-ROW License-Rsl

THE STATE OF TEXAS X
 X
COUNTY OF BRAZORIA X

LICENSE TO USE RIGHT OF WAY

PARTIES: The CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter designated "LICENSOR", and AVANTI INVESTMENTS, L.L.C., an Arizona Limited Liability Company, hereinafter designated "LICENSEE".

GRANT OF LICENSE: Licensor, for and in consideration of the payment by Licensee to Licensor of Fifty and no/100 (\$50.00) Dollars per year, payable in advance, on the first day of each year, beginning January 1, 2015, and ending December 31, 2020, and the reimbursement of the Licensor for the cost of having this license prepared by the City Attorney, being the further sum of \$185.00, hereby grants unto Licensee, for the purposes set forth below and none other, an exclusive license to and authorizes and licenses Licensee to use and enjoy the north westerly eight (8') feet of the right-of-way of the dedicated and opened street in the Velasco Townsite, within the City of Freeport, in Brazoria County, Texas, known as Perry Street, adjoining the southeasterly boundary line of Block 663 of the Velasco Townsite, south of the alley in said Block 663 and north of the northerly right-of-way line of North Gulf Boulevard, such portion being highlighted on the copy of the Replat marked Exhibit "A", attached hereto and made a part hereof for all purposes, and such portion of said right-of-way being hereinafter called "the licensed premises". Provided, however, Licensor hereby reserves all necessary easements for drainage, utility lines, cables, poles and mains presently in use or that may be required in the future and the right of access to the licensed premises for the purpose of installing or maintaining the same.

INITIALED FOR IDENTIFICATION: _____

PURPOSE: Licensee owns the property adjoining the licensed premises, hereinafter "the adjoining premises", and the purpose of this license is to permit Licensee to use the structure located on the adjoining premises, which encroaches on the licensed premises, and the pad for the location of air condition condensing units serving such encroaching structure. Provided, however, no other improvements shall be made to the licensed premises by the Licensee during the existence of this license and any improvement, or any other object or vehicle left on the licensed premises for more than twenty-four (24) hours, may be removed by the Licensor without notice to the Licensee.

TERM: The primary term is five (5) years, beginning January 1, 2015, and ending December 31, 2020, unless sooner terminated as provided below. Licensee may renew for additional five (5) years by written notice to Licensor within 120 days before primary term expires, under similar and reasonable terms to be negotiated during such 120 day period. When license expires, Licensee shall deliver up premises in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty only excepted.

PURCHASE: If portion of the right-of-way on which the licensed premises is located is abandoned as a public street by the Licensor, the Licensee, as the adjoining land owner, shall have the right of first refusal to purchase the licensed premises.

ASSIGNMENT PROHIBITED: This license is personal to Licensee and Licensee shall not assign this license or any interest herein without the prior written consent of Licensor. Provided, however, this license may be assigned by the Licensor to a purchaser of the adjoining premises from the Licensee named above but any future assignment must be with the prior written consent of Licensor.

INITIALED FOR IDENTIFICATION: _____

NOTICE: Any demand to be made or notice to be given hereunder to any party shall be made or given as follows:

If to the Licensor, to the City Manager at 200 West Second Street, Freeport, Texas 77541; and if to Licensee, addressed to the owners of the adjoining premises at the address shown in the records of the Brazoria County Appraisal District.

WAIVER: NO WAIVER AT ANY TIME OF THE RIGHT TO TERMINATE THIS LICENSE SHALL IMPAIR THE RIGHT OF THE LICENSOR TO INSIST UPON SUCH TERMINATION IN THE EVENT OF SUBSEQUENT BREACH OR DEFAULT BY LICENSEE, NOR SHALL THE ACCEPTANCE OF RENT AT ANY TIME CONSTITUTE SUCH WAIVER OF DEFAULT OR WAIVER OF DAMAGES, AND IN ADDITION TO ANY OTHER REMEDIES WHICH THE LICENSOR MAY HAVE, THE LESSOR MAY APPLY FOR AND OBTAIN AN INJUNCTION OR USE ANY OTHER LEGAL PROCESS TO ENFORCE THE RIGHTS OF THE LICENSOR.

UTILITIES: No utilities shall be furnished to the licensed premises without the prior written consent of the Licensor.

INDEMNITY: LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS the LICENSOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS and ASSIGNS, of and from all fines, suits, claims, demands, costs of court, attorney's fees and actions of any kind by reason of any breach, violation, or non-performance of any condition hereof on the part of Licensee. Licensor shall not be liable for any injury or damage to persons or property happening in or about the licensed premises, including the person and property of Lessee and the agents, employees and tenants of Licensees and his and their invitees, and the Licensee agrees to indemnify and save harmless the Licensor, its officers, agents, employees, successors and assigns, from any liability therefore.

INITIALED FOR IDENTIFICATION: _____

liability therefor. The Licensee shall indemnify and hold harmless the Licensor, its officers, agents, employees, successors and assigns, of and from any and all damages or liability for anything arising from or out of the condition of the licensed premises or the use thereof by the Licensee and the agents, employees and tenants of Licensee and his and their invitees.

INSURANCE: Licensee agrees to obtain and maintain at Licensee's expense during the existence of this license a policy of PUBLIC LIABILITY insurance in the amount of at least One Million (\$1,000,000.00) Dollars, with LICENSOR NAMED AS an ADDITIONAL INSURED.

BANKRUPTCY, ETC: In the event that the assets of the Licensee shall become subject to the jurisdiction of the bankruptcy court, voluntarily or involuntarily, or should the Licensee make a voluntary assignment for the benefit of creditors, or in the event that a receiver for the Licensee shall be appointed, then, at the option of the Licensor and upon ten (10) days notice to the Licensee or the legal representative of the Licensee, this License shall cease and come to an end.

REMOVING CLOUD FROM TITLE: Upon the expiration of this License or upon its termination during the existence hereof pursuant to its terms, Licensee covenants to execute, acknowledge and deliver to Licensor at the cost of Licensee such written instruments evidencing the same as Licensor may require. Further, it is expressly agreed that an affidavit reciting the facts of such expiration or termination when recorded in the Public Records of the county wherein the above described property is located shall be prima facie evidence of the truth of the statements contained in such affidavit.

INITIALED FOR IDENTIFICATION: _____

TERMINATION: This license shall terminate unless accepted by the Licensee within ninety (90) days of the date of execution set forth below. This license may also be terminated by the Licensor upon ninety (90) days prior written notice to the Licensee in the event Licensor's City Council by majority vote determines to terminate this license for any reason.

CONSTRUCTION OF LICENSE AND BINDING EFFECT: Whenever required by the context, the singular shall include the plural number, and conversely, and the masculine shall include the feminine and neuter genders; IT IS EXPRESSLY AGREED AND UNDERSTOOD that this license contains all agreements, representations, covenants and warranties, expressed or implied, relative to the operation of this license to use the licensed premises and the fee therefor, and no prior agreement, if any, shall be binding upon the parties hereto unless contained herein; and in the event any provision of this license is declared invalid for any reason by any court, such invalidity shall not affect the remaining provisions of this license but effect shall be given to the intent manifest by the portion held invalid or inoperative. Venue concerning any dispute regarding this license shall be in the county or district court in Brazoria County, Texas, having subject matter jurisdiction. This license shall be governed by the law of the State of Texas and shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

EXECUTED this the _____ day of _____, 20__.

CITY OF FREEPORT, TEXAS, LICENSOR

By _____
Norma Moreno Garcia, Mayor

ATTEST:

Delia Munoz, City Secretary

ACCEPTED this the _____ day of _____, 20__.

AVANTI INVESTMENTS, L.L.C., Licensee

By _____

Name Printed: _____

THE STATE OF TEXAS X

COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 20__, by NORMA MORENO GARCIA, as Mayor of the City of Freeport, Texas.

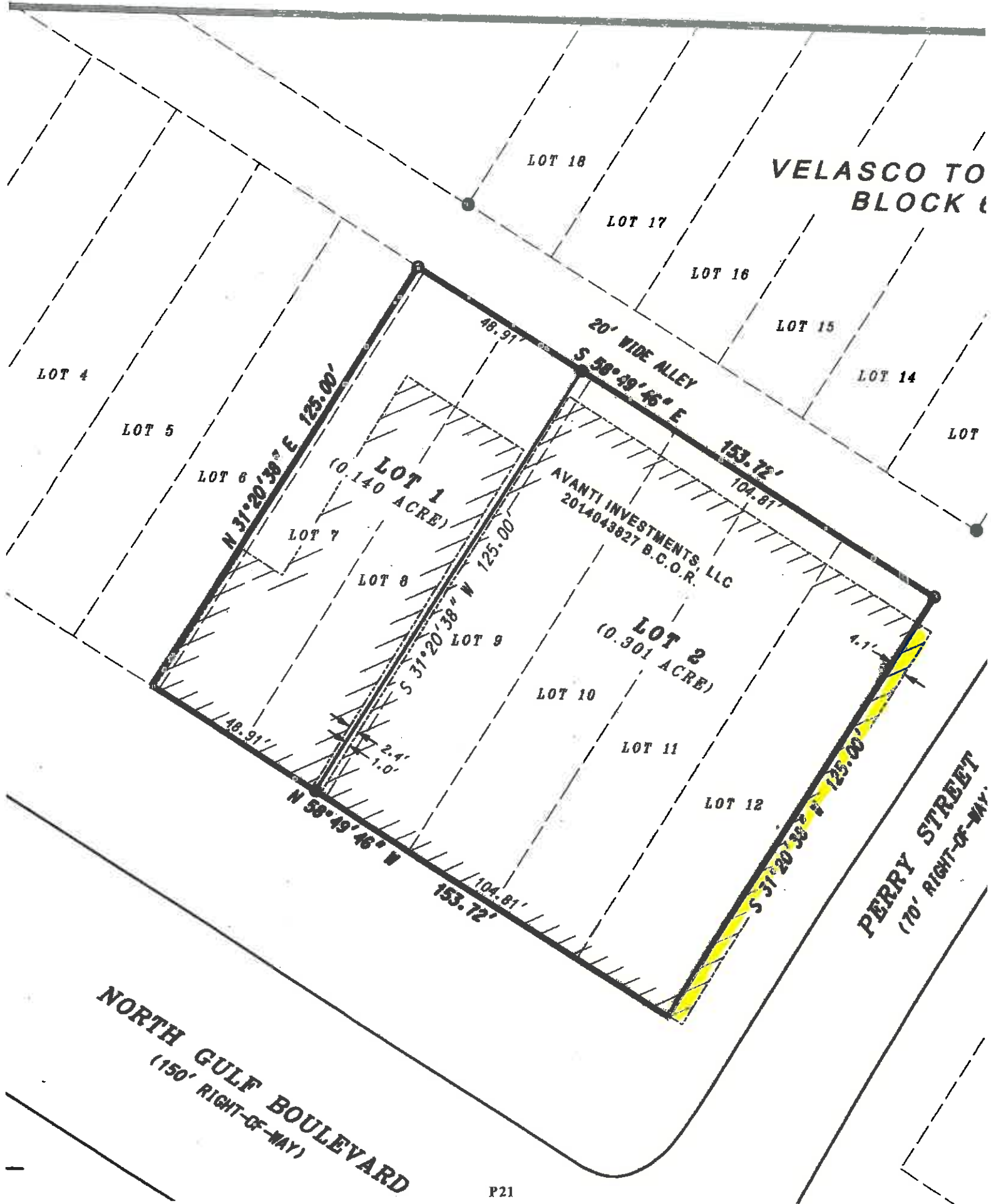
Notary Public, State of Texas

THE STATE OF _____ X

COUNTY OF _____ X

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ as Sole Member/Manager of AVANTI INVESTMENTS, L.L.C., a Texas Limited Liability Company, on behalf of said company.

Notary Public, State of _____
Name Printed _____
My Commission Expires: _____



VELASCO TO
BLOCK 6

LOT 18

LOT 17

LOT 16

LOT 15

LOT 14

LOT

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

20' WIDE ALLEY
S 58°49'46" E

N 31°20'38" E 125.00'

LOT 1
(0.140 ACRE)

AVANTI INVESTMENTS, LLC
2014043827 B.C.O.R.

LOT 2
(0.301 ACRE)

N 58°49'46" W

PERRY STREET
(70' RIGHT-OF-WAY)

NORTH GULF BOULEVARD
(150' RIGHT-OF-WAY)

**City of Freeport
200 West 2nd Street
Freeport, Texas**

**Resolution No. _____ RE: SUPPORT OF COUNTYWIDE JOINT
ELECTIONS WITH VOTE CENTERS**

MOTIONED BY: _____

SECONDED BY: _____

**It is agreed that The City of Freeport (supports) or (does not
support) the proposed Countywide Joint Elections and the use of Vote
Centers.**

Motion carried, all present voting aye.

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

Munoz, Delia

From: janicee@brazoria-county.com
Sent: Monday, January 12, 2015 11:50 AM
To: croye@brazosportisd.net; dschaefer@brazosportisd.net; riggsb@pearlandisd.org; bcdd5@skynethouston.com; danbury1@sbcglobal.net; arodgers@ci.lake-jackson.tx.us; jschwebel@att.net; deeann.ogburn@cbisd.com; citysecretary@cityofbrazoria.org; gcruzen@cityhall.cityofalvin.com; cityofhillcrestvillage@hotmail.com; jlbrown2@dow.com; vdd1@swbell.net; gwooster@brazosport.edu; tbell@cityofmanvel.com; Lisa.Menard@danburyisd.org; jhornback@sweenyisd.org; dmerchant@sweenyhospital.org; Munoz, Delia; lthom@alvinisd.net; rminshew@warpspeed1.net; RDa6983707@aol.com; ylorfing@pearlandtx.gov; peeler@coveler.com; bevers@portfreeport.com; leitchd@admc.org; Cynthia.Strader@brazosport.edu; cburge@sweenyhospital.org; larryboyd@swbell.net; bt5436@swbell.net; accountspayable@cityofbrazoria.org; strader@portfreeport.com; sdeisher@angleton.tx.us; add2469@att.net; mpcudd@sbcglobal.net; rfernandez@cityofliverpooltexas.com; ccox@angletonisd.net; carmen@cityoffoystercreek.com; David.Marshall@brazosport.edu; dwest@erfwireless.net; lrodriguez@angleton.tx.us; wbarnes@sweenyhospital.org; dax@cypressmail.com; treasureislandmud3@gmail.com; DStevens@alvincollege.edu; mmcwhirter@alvinisd.net; kentburkett@gmail.com; mrodriguez@pearlandtx.gov; SherryP@brazoria-county.com; kschrom@richwoodtx.gov; dlanehart310@yahoo.com; jonespm@warpspeed1.net; dawsonb@pearlandisd.org; ahammond@ci.clute.tx.us; susan@srlegal.com; khogan@abhr.com; rgerman@abhr.com; bgervais@olsonolson.com; mducroz@earthlink.net; dcoker@pearlandtx.gov; bleakneyd@admc.org; dmarkbroaddus@gmail.com; slopez@angletonisd.net; quintanaisland@sbcglobal.net; info@brooksidevillage-tx.org; info@bonneytexas.gov; rpoitevint@ci.clute.tx.us; vstrother@sweenyisd.org; jana@velascodrainage.org; srowlett@sweenyisd.org; tbrownlee@abhr.com; sundays@holidaylakestexas.com; sandra@surfsidetxt.org; marcus.deitz@nortonrosefulbright.com; cwenske@baconwallace.com; droberts@cityhall.cityofalvin.com; jc.cityhall@coastal-link.net; linda@cityoffoystercreek.com; Greg.Anderson@danburyisd.org; citysecretary@westcolumbia.org
Cc: joyceh@brazoria-county.com; susanc@brazoria-county.com; susanaj@brazoria-county.com; TriciaD@brazoria-county.com
Subject: Meeting for May Elections

Ladies and Gentlemen:

We will hold our annual meeting for the May 9th elections on **Tuesday, January 27th, 2015 at 9:00 a.m. in our election's office. I will remind you as always, this is **YOUR** elections so if you have any new ideas or changes that you would like discussed, please let us know.**

I would like to mention that starting tomorrow night we will be holding Public Hearing to discuss converting to Vote Centers in Brazoria County. Vote Centers allow any registered voter to vote at any location on election day, just like early voting. If we are approved, our first election with Vote Centers will be the May 9th elections.

Following is a list of the dates and times of the Public Hearings. Please share this with your council members, directors, mayors and the public. We will be presenting the facts about Vote Centers and how it will effect Brazoria County. We have worked for over 6 years to get to the point we could apply for Vote Centers. We need you and your elected officials to show up at one of the meetings if possible. If you can't attend the one in your immediate area please try to venture out and attend one of the other 4 scheduled meeting.

Hearing No. 1: Tuesday, January 13, 2015, at 7:00 p.m. at the Pearland City Hall, 3519 Liberty Dr., Pearland, Texas

Hearing No. 2: Wednesday, January 14, 2015, at 7:00 p.m. in the Commissioner's Courtroom in the Brazoria County Courthouse located at 111 East Locust, First Floor, Angleton, Texas.

Hearing No. 3: Thursday, January 15, 2015, at 7:00 p.m. at the West Columbia City Council Chambers, 514 E. Brazos Ave. West Columbia, Texas

Hearing No. 4: Tuesday, January 20, 2015, at 7:00 p.m. at the Alvin City Council Chambers, 216 W. Sealy St., Alvin, Texas

Hearing No. 5: Wednesday, January 21, 2015, at 7:00 p.m. at the Lake Jackson Civic Center, 333 Highway 332 East, Lake Jackson, Texas.

See you on January 27th for sure, and hopefully at one of the above listed hearings.

Janice Evans, CERA
Elections Director
979.864.1373
281.756.1373

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

Munoz, Delia

From: janicee@brazoria-county.com
Sent: Thursday, January 15, 2015 2:20 PM
To: croye@brazosportisd.net; dschaefer@brazosportisd.net; riggsb@pearlandisd.org; bcdd5@skynethouston.com; danbury1@sbcglobal.net; arodgers@ci.lake-jackson.tx.us; jschwebel@att.net; deeann.ogburn@cbisd.com; citysecretary@cityofbrazoria.org; gcruzen@cityhall.cityofalvin.com; cityofhillcrestvillage@hotmail.com; jlbrown2@dow.com; vdd1@swbell.net; gwooster@brazosport.edu; tbell@cityofmanvel.com; Lisa.Menard@danburyisd.org; jhornback@sweenyisd.org; dmerchant@sweenyhospital.org; Munoz, Delia; lthom@alvinisd.net; rminshew@warpspeed1.net; RDa6983707@aol.com; ylorfing@pearlandtx.gov; peeler@coveler.com; bevers@portfreeport.com; leitchd@admc.org; Cynthia.Strader@brazosport.edu; cburge@sweenyhospital.org; larryboyd@swbell.net; bt5436@swbell.net; accountspayable@cityofbrazoria.org; strader@portfreeport.com; sdeisher@angleton.tx.us; add2469@att.net; mpcudd@sbcglobal.net; rfernandez@cityofliverpooltexas.com; ccox@angletonisd.net; carmen@cityofoystercreek.com; David.Marshall@brazosport.edu; dwest@erfwireless.net; lrodriguez@angleton.tx.us; wbarnes@sweenyhospital.org; dax@cypressmail.com; treasureislandmud3@gmail.com; mmcwhirter@alvinisd.net; kentburkett@gmail.com; mrodriguez@pearlandtx.gov; SherryP@brazoria-county.com; kschrom@richwoodtx.gov; dlanehart310@yahoo.com; jonespm@warpspeed1.net; dawsonb@pearlandisd.org; ahammond@ci.clute.tx.us; susan@srlegal.com; khogan@abhr.com; rgerman@abhr.com; bgervais@olsonolson.com; mducroz@earthlink.net; dcoker@pearlandtx.gov; bleakneyd@admc.org; dmarkbroaddus@gmail.com; slopez@angletonisd.net; quintanaisland@sbcglobal.net; info@brooksidevillage-tx.org; info@bonneytexas.gov; rpoitevint@ci.clute.tx.us; vstrother@sweenyisd.org; jana@velascodrainage.org; srowlett@sweenyisd.org; tbrownlee@abhr.com; sundays@holidaylakestexas.com; amanda@surfsidetx.org; marcus.deitz@nortonrosefulbright.com; cwenske@baconwallace.com; droberts@cityhall.cityofalvin.com; jc.cityhall@coastal-link.net; linda@cityofoystercreek.com; Greg.Anderson@danburyisd.org; citysecretary@westcolumbia.org; rhull@alvincollege.edu; fcu@msn.com; mcroon@johnsonpetrov.com; vershiers@pearlandisd.org
Cc: joyceh@brazoria-county.com
Subject: RESOLUTION FOR VOTE CENTERS
Attachments: RESOLUTION TO APPROVE VOTE CENTERS.docx

Ladies and Gentlemen:

First, Commissioner's Court is held in the main Courthouse on the first floor. Something if failed to mention in my previous email.

In my email yesterday I stated that we would take a vote to see if your political subdivision supports the Vote Center concept. It has been brought to my attention that only the governing body can vote for the political subdivision. I should have realized that because I know when we changed to Joint Elections we had each political subdivision's governing body sign a resolution. I have today, with the help of our district attorney's office, prepared

a simple resolution that we ask each political subdivision have signed by your governing body, approving (or disapproving) the Vote Center concept. We ask that you please get this on the agenda for your governing body at your earliest convenience. Once it has been signed we ask that you send us a signed copy. A scanned copy will be sufficient for our records.

We will advise the Secretary of State that we are in the process of securing these resolutions when we send our application to them at the end of January for processing.

Again, I hope you will have your councilmen, directors and others attend one of the public hearing to get the full information. Having completed two public hearing, we have had no one make objections to Brazoria County moving to Vote Centers, only positive statements.

Janice Evans, CERA
Elections Director
979.864.1373
281.756.1373

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, MAKING FINDINGS OF FACT; ABANDONING THE UNOPENED AND UNUSED RIGHT-OF-WAY FOR THE 500 BLOCK OF EAST FOURTH STREET SHOWN ON THE PLAT OF THE FREEPORT TOWNSITE AS THE RIGHT-OF-WAY BETWEEN BLOCKS 3 AND 4 OF SAID TOWNSITE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on the Plat of the Freeport Townsite recorded in Volume 2, page 95 of the Plat Records of Brazoria County, Texas, there is a right-of-way for a public street between Lots 20 through 38 of Blocks 3 and Lots 1 through 19 of Block 4, to be known as East Fourth Street; and,

WHEREAS, the City of Freeport, Texas, (the City) is the owner of all of Lots 1 through 19 of Block 4 and Lots 20 through 31 of Block 3, (hereinafter sometimes the City Lots and Port Freeport, a conservation and reclamation district, a body politic and a corporate and governmental agency of the State of Texas, lying and situated in Brazoria County, Texas, (the Port) is the owner of Lots 32 through 38 of Block 3, (hereinafter sometimes the Port Lots); and

WHEREAS, BRIARWOOD HOLDINGS, LLC, a Texas Limited Liability Company, was the sole bidder for the City Lots when such lots were heretofore advertized for sale; and,

WHEREAS, the abandoning of such right-of-way would be in the public interest and would benefit the public by allowing the owners of such lots to develop and use them as a single tract and eliminate the need for the City to open and maintain such right-of-way when such lots are improved and the owners of the individual City Lots and individual Port Lots would retain access to each of such lots from the alleys shown on such plat.

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

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

Second, the unopened right-of-way for a public street shown on the Plat of the Freeport Townsite recorded in Volume 2, page 95 of the Plat Records of Brazoria County, Texas, as lying between Lots 20 through 38 of Block 3 and Lots 1 through 19 of Block 4, to be known as the 500 block of East Fourth Street, is hereby abandoned.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2015.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney
City of Freeport, Texas

C:\Freeport.Ord\Abandon R/O/W 500 Blk E 4th St-Ord



Easement - Area Property

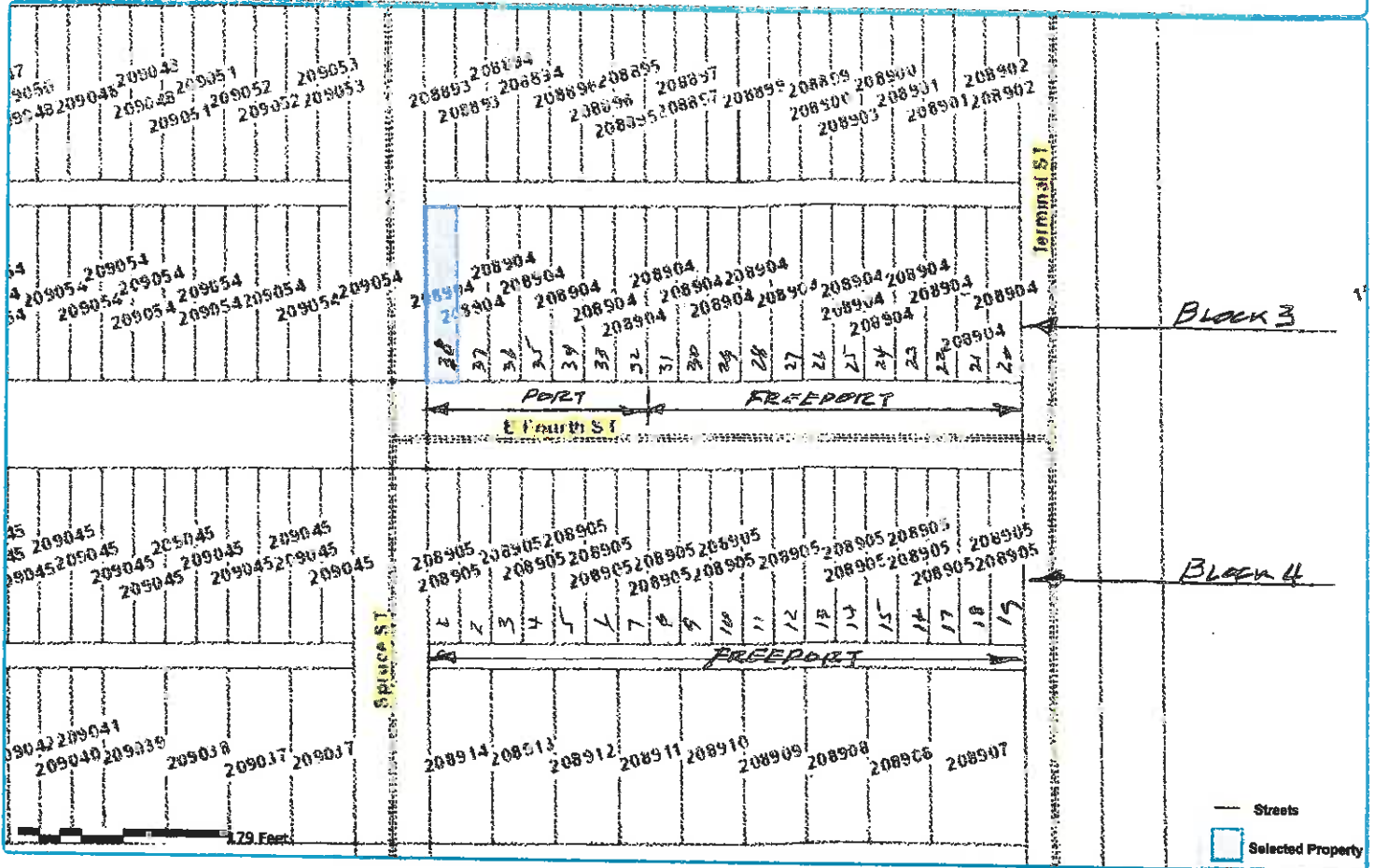
Print Date: 01/08/2015
 Image Date: 02/14/2013
 Level: Community

70 ft wide x 475 ft long = 33250 sq ft

$$\frac{33250}{43560} = 0.7633 \text{ acres}$$

WNS - 1-13-2015

Brazoria CAD - Map of Property ID 208904 for Year 2015



Property Details

Account

Property ID: 208904
 Geo ID: 4200-0066-111
 Type: Real

Legal Description: FREEPORT, BLOCK 3, LOT 208901 32 TO 38

Location

Situs Address: FREEPORT,
 Neighborhood:
 Mapsco:

Jurisdictions: NAV, JBR, RDB, CAD, GBC, SBR, DR2, CFP

Owner

Owner Name: ~~CITY OF FREEPORT~~ *PORT FREEPORT*
 Mailing Address: , 200 W 2ND ST, , FREEPORT, TX 77541-5773

Property

Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/51/208904/2015>

powered by
PropertyACCESS
www.trueautomation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

WNS 1-13-2015

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS; CONTAINING A PREAMBLE; DESIGNATING AND ESTABLISHING AN INDUSTRIAL DISTRICT TO BE KNOWN AS THE FREEPORT LNG INDUSTRIAL DISTRICT; PRESCRIBING THE FORM AND SUBSTANCE OF AN INDUSTRIAL DISTRICT CONTRACT AND THE TERMS UPON WHICH THE CITY WILL TREAT WITH THE OWNERS OF LAND WITHIN SUCH INDUSTRIAL DISTRICT; RATIFYING AND CONFIRMING THE EXECUTION AND ATTESTATION OF SUCH CONTRACT BY THE MAYOR AND CITY SECRETARY, RESPECTIVELY, AND THE DELIVERY OF CERTIFIED COPIES OF SUCH CONTRACT BY THE MAYOR TO THE OTHER PARTIES THERETO; CONTAINING SEVERANCE AND SAVINGS CLAUSES; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Section 43.044 of the Local Government Code of Texas, authorizes the governing body of a municipality to designate an area within its extraterritorial jurisdiction as an industrial district upon such terms and conditions as are deemed fair and advantageous by the governing body of such municipality; and,

WHEREAS, the City Council of the City of Freeport, Texas, desires to designate an industrial district to be known as the Freeport LNG Industrial District and to ratify, confirm and direct the delivery of certified copies of the contract with the owners of the lands within such industrial district heretofore executed and attested by the Mayor and City Secretary of the City.

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

First, as authorized by Section 42.044 of the Local Government Code of Texas, all of the land and property described in the Contract marked Exhibit "A" (attached to this ordinance and made a part hereof for all purposes), to the extent the same are within the extra-territorial jurisdiction of the City of Freeport, together with any improvements now or hereafter placed thereon during the term of such agreement, are hereby designated as comprising an industrial district of the City of Freeport, Texas, to be known as the "Freeport LNG Industrial District".

Second, it is the intent of the City Council of the City of Freeport, Texas, to include all of the lands and properties described in Exhibit "A" within the industrial district hereby created as authorized by Section 42.044 of the Local Government Code of Texas, to the extent, if any, that such lands and properties are within the extraterritorial jurisdiction of the City of Freeport, Texas, and the fact that the extraterritorial jurisdiction of the City of Freeport, Texas, may not in fact include all of the land and properties described in Exhibit "A" shall not serve to invalidate or alter the purpose of this ordinance but shall serve only to restrict and conform the boundaries and area of the industrial district established above to that portion of the land and properties described in Exhibits "A" which are actually within the extraterritorial jurisdiction of the City of Freeport.

Third, the City of Freeport, Texas, is hereby authorized to enter into an industrial district contract with all of the owners of the land included within the Freeport LNG Industrial District which, in substance and in form, is substantially as set forth in Exhibit #A, attached hereto.

Fourth, the prior execution by the Mayor of the City of Freeport, Texas, of the contract attached hereto as Exhibit #A, and its attestation by the City Secretary and approval as to form by the City Attorney, is hereby ratified and confirmed by the City Council.

Fifth, the Mayor and City Secretary of the City of Freeport, Texas, are hereby authorized and directed to execute such certificates and showings as may be desirable in connection with the delivery of and compliance with such contract.

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

Seventh, all ordinances and proceedings or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict only.

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

READ, PASSED AND ADOPTED this _____ day of _____, 2014.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

ATTEST:

Delia Munoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.IDA\Freeport LNG IDA-Ord

Execution Version 11-03-14

Industrial District Agreement Between
FREEPORT LNG DEVELOPMENT, L.P. AND OTHERS
and
THE CITY OF FREEPORT, TEXAS
and
THE CITY OF OYSTER CREEK, TEXAS
(Collectively referred to as the "Parties")

I. **PREAMBLE**

A. The parties to this agreement are as stated in this section:

(1) The term “Land Owner”, “FLNG”, or the “FLNG Companies” shall mean the following parties, jointly and severally:

a. FLNG Land II, LLC, a Delaware limited liability company, duly authorized and licensed to do business in the State of Texas;

b. Freeport LNG Development, L.P., a Delaware limited partnership, duly authorized and licensed to do business in the State of Texas;

c. FLNG Liquefaction, LLC, a Delaware limited liability company, duly authorized and licensed to do business in the State of Texas;

d. FLNG Liquefaction 2, LLC, a Delaware limited liability company, duly authorized and licensed to do business in the State of Texas; and

e. FLNG Liquefaction 3, LLC, a Delaware limited liability company, duly authorized and licensed to do business in the State of Texas.

(2) the City of Freeport (hereinafter “Freeport”), a Texas municipal corporation; and

(3) the City of Oyster Creek (hereinafter “Oyster Creek”), a Texas municipal corporation.

Jointly Freeport and Oyster Creek hereinafter will be referred to as the “Cities”, and both entities are situated in Brazoria County, Texas (“the County”).

B. Freeport and Oyster Creek each have extraterritorial jurisdiction contiguous to their respective corporate boundaries, and each City's extraterritorial jurisdiction overlaps the land (which land's metes and bounds description is provided in Exhibit "A") where FLNG plans an industrial development.

C. All parties to this agreement hereby agree to treat all of FLNG's land described in Exhibit "A" as within the extraterritorial jurisdiction of Freeport or Oyster Creek for purposes of this agreement, regardless whether any of that land is actually outside of both Cities' extraterritorial jurisdiction or is so described in Exhibit "A". However, regardless of any other provision, if any portion of the Property (as defined below) is for any reason now outside the extraterritorial jurisdictions of both Freeport and Oyster Creek, then the Cities' obligation to preserve the extraterritorial status of the Property shall not apply to that portion of the Property, but the Cities shall still be obligated to refrain from annexing any portion of the Property described in Exhibit "A". Regardless of any other provision, a City is not obligated to prevent annexation by an entity other than that City or its successors and assigns, of any portion of the Property in Exhibit "A;" provided, however, that this sentence shall not impair a City's obligation to maintain the extraterritorial status of property to the extent provided by this agreement.

D. The uncertainty presented to FLNG by the possibility of present or future annexation, attempted annexation, and extension of corporate boundaries of the Cities and the enactment of the Municipal Annexation Act (codified as all or part of Chapters 42 and 43 of the Local Government Code and its present or future amendments, hereinafter "the Act") has prompted FLNG to contract with the Cities for the establishment of this industrial district

agreement for such land in order to provide a stable environment for the industrial development of such land.

E. FLNG desires to contract with the Cities by way of this single instrument to guarantee to FLNG, and its successors and assigns, the continued extraterritorial jurisdiction status of the area described in Exhibit "A" ("the Property" or "the Industrial District"), while this agreement is in effect, subject to the terms of this agreement.

F. The Cities on one side and FLNG on the other have determined separately and individually that they are authorized to enter into this agreement pursuant to the provisions of the Act and their general powers to contract.

G. NOW, THEREFORE, for and in consideration of the payments, promises, covenants, and obligations set forth herein, FLNG and the Cities, by this agreement agree as follows:

II. GENERAL

A. RECITALS. Except for Subsection I.C above, which is an agreement between the Parties, the matters and facts set forth in the foregoing preamble are true and correct to the best of the knowledge and belief of the appropriate officers of the Parties hereto, and such matters and facts constitute material representations by the Parties hereto.

B. OPTION TO PURCHASE LAND. At least one of the FLNG Companies has an option to purchase the Property described in Exhibit "A" hereto. If the FLNG Companies, or any of them, acquire ownership of any undivided interest in the fee title to the surface estate of land in Exhibit "A", then FLNG shall record each deed granting that title to any of the FLNG

Companies in the Official Records of Brazoria County, Texas, at the same time (or promptly after) such title is acquired and before the grantee in each such deed conveys any portion of that fee title to any of the land described in Exhibit "A" to any person other than another of the FLNG Companies, but this section does not apply to any lien or security interest (including any deed of trust) conveyed by FLNG with respect to the Property. FLNG shall promptly send each City a copy of each deed described in this subsection.

However, if the FLNG Companies do not acquire an aggregate of 100% of the undivided fee title to the surface estate of the Property described in Exhibit "A" hereto on or before March 1, 2015, then FLNG shall have the right, but not the obligation, to terminate this agreement by giving written notice of such termination to the Cities on or before March 1, 2015. FLNG's right to terminate this agreement upon the conditions in this paragraph shall expire if FLNG does not provide written notice of such termination to the Cities on or prior to March 1, 2015. If FLNG terminates this agreement under the conditions of this paragraph prior to March 1, 2015, it shall incur no obligation or liability to make any payments contemplated under this agreement, except the payments due upon signing this agreement.

C. TERMINATION FOR LACK OF FINANCING. This agreement shall be effective as of November 7, 2014, *provided that*, if FLNG has not yet closed on its non-recourse debt financing and related equity commitments for the development of two (2) natural gas pretreatment and liquefaction facilities (which is the primary planned industrial development underlying the need for this agreement) as of March 1, 2015, then FLNG shall have the right, but not the obligation, to terminate this agreement upon providing written notice to the Cities on or prior to March 1, 2015. FLNG's right to terminate this agreement upon the conditions in this

paragraph shall expire if FLNG does not provide written notice of such termination to the Cities on or prior to March 1, 2015. If FLNG terminates this agreement under the conditions of this paragraph prior to March 1, 2015, it shall incur no obligation or liability to make any payments contemplated under this agreement, except the payments due upon signing this agreement.

D. RUNNING WITH LAND; PARTIES BOUND AND BENEFITTED; ASSIGNMENTS.

1. This agreement shall run with the land described in Exhibit "A" hereto and any additions thereto, and this agreement shall bind and benefit not only Land Owner but also Land Owner's heirs, assigns, and successors in title to any portion of said land.

2. The terms and provisions of this agreement shall be binding upon and inure to the benefit of the FLNG Companies, and their respective successors and assigns, and each City or any municipal corporations or political subdivisions succeeding to the property or the principal rights, powers, and obligations of either City.

3. Any party may assign this agreement, but the assignor and assignee shall be jointly and severally liable for the obligations of either of them arising under this agreement whether before or after the assignment. This paragraph includes, but is not limited to, an assignment that arises due to a transfer of title to any of the land described in Exhibit "A" hereto or any addition thereto.

E. NOT A THIRD PARTY CONTRACT. This is not a third party contract, and this agreement shall not be enforceable by any person other than a party hereto, and this agreement shall create no rights of any person other than a party hereto, except as may be

provided in Subsection II.D concerning rights and obligations running with the land and persons bound or benefitted.

III. CONSIDERATION

A. NONANNEXATION. In consideration of the payments to be made to the Cities by FLNG and the other terms of this agreement, all as set forth herein, the Cities agree with FLNG to refrain from instituting proceedings for the annexation of all or any part of the area designated in Exhibit "A", and any additions thereto, and subject to Subsection I.C of this agreement, to guarantee the continuation of the extraterritorial status of such area and additions thereto, if any, to the extent authorized by law, during the term of this agreement. The term "additions thereto" in any part of this agreement shall mean any land not within the corporate limits of the Cities that is hereafter acquired by FLNG and added to the Industrial District and to Exhibit "A" by mutual consent of all parties to this agreement. No land subject to this agreement may be removed from this agreement without the mutual consent of all parties hereto. Any reference in this agreement to the "Property" or to "the Industrial District" shall also include any "additions thereto," as herein defined.

B. PAYMENTS. In consideration of the guarantee, subject to Subsection I.C of this agreement, by the Cities of the continuation while this agreement is in effect of the extraterritorial status of the area described in Exhibit "A", and additions thereto, if any, FLNG agrees jointly and severally to make payments without demand to Freeport and Oyster Creek on or before the following dates in the following amounts in U. S. dollars in Brazoria County, Texas:

<u>Date</u>	<u>Payment to Freeport</u>	<u>Payment to Oyster Creek</u>
-------------	----------------------------	--------------------------------

Upon signing	\$ 15,000*	\$ 15,000*
March 1, 2015	\$4,985,000	\$1,435,000
March 1, 2016	\$1,300,000	\$ 300,000
March 1, 2017	\$ 850,000	\$ 350,000
March 1, 2018	\$ 850,000	\$ 400,000
March 1, 2019	\$1,775,000	\$ 450,000
March 1, 2020	\$1,775,000	\$ 530,000
March 1, 2021	\$2,000,000	\$ 580,000
March 1, 2022	\$2,000,000	\$ 630,000
March 1, 2023	\$2,000,000	\$ 680,000
March 1, 2024	\$2,000,000	\$ 680,000
March 1, 2025	\$3,000,000	\$ 680,000
March 1, 2026	\$3,000,000	\$ 680,000
March 1, 2027	\$3,000,000	\$ 680,000
March 1, 2028	\$2,000,000	\$ 680,000
March 1, 2029	<u>\$2,000,000</u>	<u>\$ 680,000</u>
Total	\$32,550,000	\$9,450,000

*The payments upon signing this agreement in the amounts of \$15,000 to Oyster Creek and \$15,000 to Freeport are not refundable, even if this agreement is voided or terminated pursuant to Subsection II.B or II.C of this agreement.

C. MUNICIPAL SERVICES. As an additional consideration, the Land Owner agrees that it will not require the Cities to furnish to or in the Industrial District or any additions thereto during the term of this agreement, municipal services, such as potable water, other water, waste collection and disposal, sewage treatment, drainage, police services, fire protection, emergency medical services or any other municipal services. However, the Cities will use reasonable efforts to provide police, fire and EMS responses to emergency situations subject to the applicable City's determination as to whether it can safely respond to such situation; *provided that*, any failure to so respond, or limitations in making a response, shall not be considered a breach of the obligations under this agreement and shall not subject the Cities or their respective personnel to liability under any grounds or theory whatsoever. Unless such services are rendered pursuant to a separate agreement, FLNG shall pay for the services at the usual, customary and reasonable industrial rates. In addition, if the parties choose to agree for

the Cities, or either of them, to provide any municipal services, then in that event those services will be subject to a separate agreement.

D. MUNICIPAL REGULATIONS. As an additional consideration, the Cities agree that to the fullest extent allowed by law, each city's respective codes, laws, and ordinances, as now existing or as amended, regulating construction, such as building codes, electrical codes, plumbing codes, and mechanical codes, as well as any impact fees imposed by either City or the Cities' respective ordinances on zoning and air and water quality regulations, shall not be or become applicable to the Industrial District or any additions thereto during the term of this agreement; provided, however, that this section shall not apply to ordinances regulating the following matters in the respective extraterritorial jurisdictions of the Cities: subdivisions, fireworks, sexually oriented businesses, and regulations of a City's own utility system.

E. ENVIRONMENTAL MATTERS. If, during the term of this agreement, FLNG is charged with violating any state or federal environmental law or regulation; and, as a consequence, the relevant criminal or civil enforcement authority assesses a fine or penalty and such fine or penalty is eligible for a Supplemental Environmental Project ("SEP") or a local specified project in lieu of a fine or other penalty, FLNG will use reasonable efforts to negotiate with the Cities and the enforcement authority to develop a SEP or other permissible project which will benefit the corporate boundaries of the Cities jointly based on the divided percentages detailed for each City herein. The parties acknowledge that FLNG's obligation under this paragraph to use reasonable efforts is not a guaranty of results of such negotiations.

IV. REMEDIES UPON DEFAULT

A. NOTICE AND OPPORTUNITY TO CURE. Upon a breach of this agreement, other than a failure to pay money when due, the other party shall give the breaching party written

notice describing the breach, and the breaching party shall have ninety days opportunity to cure the breach; however, if it is not reasonably practicable to cure that breach within ninety days after that notice, then the breaching party must begin reasonable efforts to cure the breach within that ninety days and must continue those reasonable efforts until the breach is cured and in any event must cure the breach within one hundred eighty days after said written notice of breach. If a party cures a breach within the time allowed by this paragraph, then such breach shall be deemed cured, and the other party shall not be entitled to any remedies for that breach.

B. NO ADEQUATE REMEDY AT LAW FOR FLNG. Subject to Subsection I.C of this agreement, the Parties recognize that the obligation, as provided herein, of the Cities to FLNG to guarantee the continued extraterritorial jurisdiction status, while this agreement is in effect, of the area described in Exhibit "A", and any additions thereto, is a unique and valuable obligation, and that the breach of such obligation is not compensable in money damages and affords FLNG no adequate remedy at law.

C. NO ADEQUATE REMEDY AT LAW FOR THE CITIES. Subject to Subsection III.C, the Parties further recognize that the obligations of FLNG to the Cities to refrain from requiring municipal services from either city as provided in this agreement during the entire term of this agreement are likewise unique and valuable obligations, and that the breach of any such obligation is not compensable in money damages and affords the Cities no adequate remedy at law.

D. SPECIFIC PERFORMANCE AND OTHER REMEDIES. THEREFORE, IT IS AGREED AND UNDERSTOOD, that this agreement shall not be terminated by either Party for any cause during the term stated in Article V; provided, however, that upon breach of the provisions of this agreement, the Land Owner and the Cities shall nevertheless have the right and

option to enforce the performance of obligations under this agreement by specific performance, mandamus, injunction, or such other lawful means as may be appropriate, including but not limited to annexation by the Cities of their respective extraterritorial jurisdictions within the Property upon breach of this Agreement by FLNG.

E. PENALTIES, INTEREST, AND ATTORNEY'S FEES. Regardless of the specific performance provisions or any other provision, a City may obtain a judgment for any unpaid amount due from FLNG hereunder. In the event either City obtains a judgment for the collection of any sum due from FLNG under this agreement, the City shall be entitled to collect either: (1) penalties, interest and attorney's fees in such litigation and collection in the same manner as provided for in the Property Tax Code for the collection of delinquent taxes; or at the option of the City to which the debt is owed (2) reasonable attorney's fees, prejudgment interest at the rate of six percent per year, and post-judgment interest at the maximum rate provided by law for interest on judgments.

F. NOTICE AND ANNEXATION. Regardless of any other provision, a failure to pay when due any amount hereunder to any of the Cities shall authorize each of the Cities, at their respective options and after giving FLNG written notice of nonpayment and fifteen days to cure same, to annex the portion of the Property described in Exhibit "A" and any additions thereto in their respective extraterritorial jurisdictions.

V. INTENT OF PARTIES AND SEVERABILITY

A. PRIMARY CONSIDERATION. It is expressly recognized and agreed by the Parties hereto that the primary consideration to the Cities from FLNG is the payment by FLNG to the Cities of the entire sum due pursuant to Article III of this agreement. Furthermore, the primary consideration to FLNG from the Cities is the prevention of present or future annexation

by the Cities or their respective successors or assigns of all or any part of the area described in Exhibit "A" and any additions thereto, at any time during the term of this Agreement, and subject to Subsection I.C, to guarantee the continued extraterritorial status of such areas, and to treat such areas as part of the Industrial District throughout the entire term of this agreement.

B. FULL CONTRACT TERM. It is further understood and agreed that this agreement and the contract it represents is not divisible as to each year of its duration, and the covenants, agreements, and obligations of all of the Parties are intended to be performed in full and throughout the entire term of this agreement; provided, however, that no portion of any payment from FLNG to a City hereunder shall be refundable unless that City annexes any portion of the Property or any addition thereto in violation of this Agreement. For purposes of clarity, nothing in this section shall be construed as authorizing any annexation of any portion of the Property contrary to this agreement or any other breach of this agreement.

C. TRANSFER OF PROPERTY. Except as otherwise provided in this agreement, any land or improvements sold, leased, or otherwise conveyed within the Industrial District during the term of this agreement shall remain in such district and be subject to the terms of this agreement as if no sale, lease, or other conveyance had taken place. Nothing in this paragraph shall impair the provisions of this agreement in Subsection II.D, concerning rights and obligations that run with the land and concerning persons bound.

D. PUBLIC INFORMATION. This agreement is public information under the Texas Public Information Act, Any party may record this agreement in the Official Records of the Brazoria County Clerk.

E. SEVERANCE. The provisions of this agreement are severable, and if any provision or part of this Contract of the application thereof to any person or circumstance shall

ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract and the application of such provision or part of this contract to other persons or circumstances shall not be affected thereby.

VI. TERM

This agreement shall expire on December 31, 2029, unless otherwise terminated earlier in accordance with the terms herein.

VII. NOTICES

A. Any notice required or permitted under this agreement shall be written and shall be effective if delivered in person or sent by registered or certified mail, return receipt requested, to the other party, addressed as follows, or to such other address as either party hereafter shall designate in writing to the other party:

The FLNG Companies:
Freeport LNG Development, L.P.
333 Clay Street, Suite 5050
Houston, Texas 77002
Attention: General Counsel

City: City of Freeport
C/O City Manager
200 W. 2nd Street
Freeport, Texas 77541

With a copy to:
City of Freeport
C/O City Secretary
200 W. 2nd Street
Freeport, Texas 77541

City: City of Oyster Creek
C/O City Administrator
3210 FM 523
Oyster Creek, Texas 77541

With a copy to:
City of Oyster Creek
C/O City Secretary
3210 FM 523
Oyster Creek, Texas 77541

Notice to Freeport LNG Development, L.P. shall be deemed notice to each of the FLNG Companies.

B. A party may designate a different address by giving each other party ten days written notice, as herein provided.

VIII. MISCELLANEOUS

A. **HEADINGS.** The article headings contained in this agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

B. **CONSTRUCTION AND INTERPRETATION.** This agreement has been mutually negotiated between the parties and their respective attorneys, and this Agreement shall not be construed in favor of or against either Party on the basis that the Party did or did not author this agreement. Concerning this agreement, the City of Freeport is represented by its City Attorney, and the City of Oyster Creek is represented by its City Attorney, and FLNG is represented by its in-house counsel. Each party acknowledges that the other parties' attorneys are acting only on behalf of their separate clients in this matter and are not representing any other parties herein.

C. **JURISDICTION AND VENUE.** This agreement is performable in Brazoria County, Texas, and shall be governed by the laws of the State of Texas (both as to interpretation and performance but excluding conflict of law rules if the application of such rules would require

the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a state court of competent jurisdiction located in Brazoria County, Texas, or if there is federal jurisdiction, in the United States District Court for the Southern District of Texas, Galveston Division, which includes Brazoria County, Texas. The Parties agree that these courts shall have exclusive jurisdiction over the Parties and venue of any action arising under this agreement.

D. IMMUNITIES. Regardless of any other provision or source, nothing in this agreement and no act or omission pursuant to this agreement or concerning this agreement shall in any way waive or impair any governmental immunity, official immunity or other immunity that either of the Cities' respective personnel would have in the absence of this agreement; provided, however, that the Cities themselves, as municipal corporations, shall not have immunity for breaching this agreement.

E. WHOLE AGREEMENT. This agreement constitutes the entire agreement between FLNG and the Cities, and all negotiations and all understandings between the parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations or other written or oral understanding not contained herein or specifically adopted by reference.

F. AMENDMENTS. The parties wish to avoid any uncertainty as to whether this agreement is ever amended. Therefore, the parties agree that this agreement may not be amended except by a written agreement, signed by both parties, and specifically and clearly stating that it amends this agreement.

G. OTHER PROPERTY. It is the intent of the Parties to include in the Industrial District and subject to this agreement any real and personal property or assets now or hereafter owned or leased by any other company or industry within the Industrial District.

H. MULTIPLE ORIGINALS. This agreement shall be executed in multiple counterparts, each of which when fully executed shall be deemed to be original.

[Signature page follows.]

FLNG Land II, LLC

By: Freeport LNG Expansion, L.P.,
its sole member

By: Freeport LNG Expansion GP, Inc.,
its general partner

J.C. By: S.Z. Coul
Title: President

Attest: Mark [Signature]
Title: Senior Counsel

Freeport LNG Development, L.P.,

By: Freeport LNG-GP, Inc.,
its general partner

J.C. By: S.Z. Coul
Title: President

Attest: Mark [Signature]
Title: Senior Counsel

FLNG Liquefaction, LLC

By: FLIQ 1 Holdings, LLC,
its sole member

By: Freeport LNG Expansion, L.P.,
its sole member

By: Freeport LNG Expansion GP, Inc.,
its general partner

J.C. By: S.Z. Coul
Title: President

Attest: Mark [Signature]
Title: Senior Counsel

FLNG Liquefaction 2, LLC

By: FLIQ2 Holdings, LLC,
its sole member

By: Freeport LNG Expansion, L.P.,
its sole member

By: Freeport LNG Expansion GP, Inc.,
its general partner

J.C. By: S.Z. Coul
Title: President

Attest: Mark [Signature]
Title: Senior Counsel

FLNG Liquefaction 3, LLC

By: FLIQ3 Holdings, LLC, its sole member

By: Freeport LNG Expansion, L.P., its sole member

By: Freeport LNG Expansion, its general partner

J.C. By: S.Z. Coul
Title: President

Attest: Mark [Signature]
Title: Senior Counsel

The City of Freeport, Texas

By: Norma Moreno Garcia
Norma Moreno Garcia, Mayor

Attest: Delia Munoz
Delia Munoz, City Secretary

The City of Oyster Creek, Texas

By: Clifford Louis Guidry
Clifford Louis Guidry, Mayor

Attest: Carmen M. Moon
Carmen M. Moon, City Secretary

The State of Texas §
County of Harris §

This instrument was acknowledged before me on the 4 day of November, 2014, by S. L. Cornelius, as President of Freeport LNG Expansion GP, Inc., the general partner of Freeport LNG Expansion, L.P, which is the sole member of FLNG Land II, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

This instrument was acknowledged before me on the 4 day of November, 2014, by Shaw Ottis, as Senior Counsel to Freeport LNG Expansion, L.P., the sole member of FLNG Land II, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

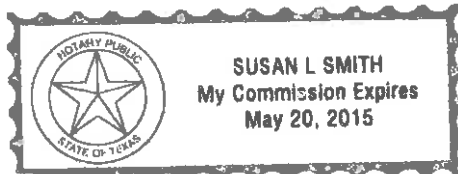
This instrument was acknowledged before me on the 4 day of November, 2014, by S. L. Cornelius, as President of Freeport LNG-GP, Inc., the general partner of Freeport LNG Development, L.P.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

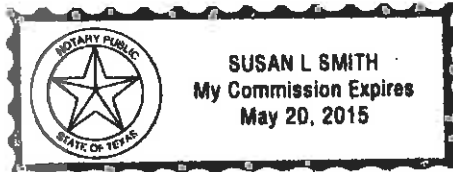
This instrument was acknowledged before me on the 4 day of November, 2014, by Shaw Ottis, as Senior Counsel to Freeport LNG Development, L.P.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

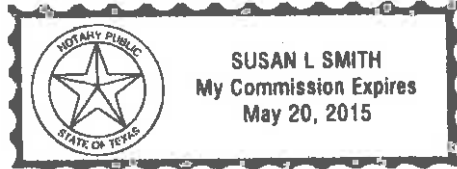
This instrument was acknowledged before me on the 4 day of November, 2014, by S. L. Cornelius, as President of Freeport LNG Expansion GP, Inc., the general partner of Freeport LNG Expansion, L.P., which is the sole member of FLIQ1 Holdings, LLC, which is the sole member of FLNG Liquefaction, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

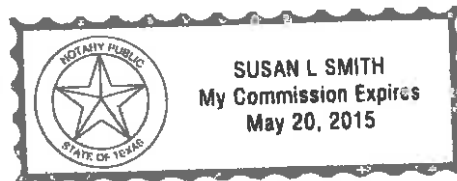
This instrument was acknowledged before me on the 4 day of November, 2014, by Shaw Ottis, as Senior Counsel to Freeport LNG Expansion, L.P., which is the sole member of FLIQ1 Holdings, LLC, which is the sole member of FLNG Liquefaction, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

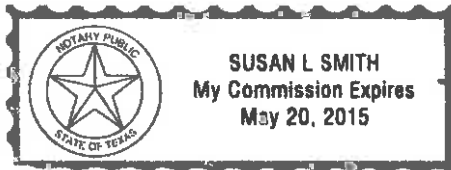
This instrument was acknowledged before me on the 4 day of November, 2014, by S. L. Cornelius, as President of Freeport LNG Expansion GP, Inc., which is the general partner of Freeport LNG Expansion, L.P., which is the sole member of FLIQ2 Holdings, LLC, which is the sole member of FLNG Liquefaction 2, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

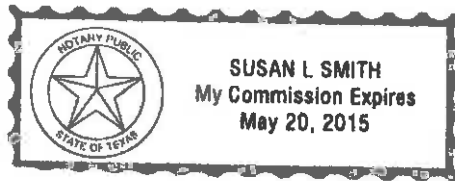
This instrument was acknowledged before me on the 4 day of November, 2014, by Shaw Ottis, as Senior Counsel to Freeport LNG Expansion, L.P., which is the sole member of FLIQ2 Holdings, LLC, which is the sole member of FLNG Liquefaction 2, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

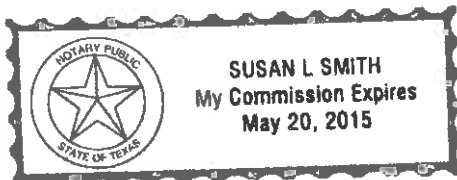
This instrument was acknowledged before me on the 4 day of November, 2014, by S. L. Cornelius, as President of Freeport LNG Expansion GP, Inc., which is the general partner of Freeport LNG Expansion, L.P., which is the sole member of FLIQ3 Holdings, LLC, which is the sole member of FLNG Liquefaction 3, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Harris §

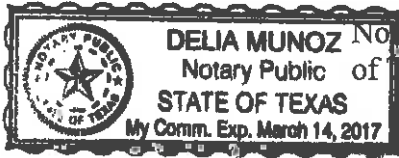
This instrument was acknowledged before me on the 4 day of November, 2014, by Shaw Ottis, as Senior Counsel of Freeport LNG Expansion, L.P., which is the sole member of FLIQ3 Holdings LLC, which is the sole member of FLNG Liquefaction 3, LLC.



Susan Smith
Notary Public in and for the State
of Texas

The State of Texas §
County of Brazoria §

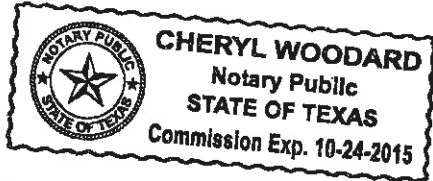
This instrument was acknowledged before me on the 18th day of November, 2014, by Norma Moreno Garcia, as Mayor, on behalf of the City of Freeport, Texas.



Delia Munoz
Notary Public in and for the State of Texas

The State of Texas §
County of Brazoria §

This instrument was acknowledged before me on the 18th day of November, 2014, by Delia Munoz, as City Secretary, on behalf of the City of Freeport, Texas.



Cheryl Woodard
Notary Public in and for the State of Texas

The State of Texas §
County of Brazoria §

This instrument was acknowledged before me on the 19th day of November, 2014, by Clifford Louis Guidry, as Mayor, on behalf of the City of Oyster Creek, Texas.



Linda Harrison
Notary Public in and for the State of Texas

The State of Texas §
County of Brazoria §

This instrument was acknowledged before me on the 19th day of November, 2014, by Carmen M. Moon, as City Secretary, on behalf of the City of Oyster Creek, Texas.



Linda Harrison
Notary Public in and for the State of Texas

EXHIBIT A
“THE PROPERTY”
“THE INDUSTRIAL DISTRICT”

Tract 1:

Being a 305.672 acre tract of land in the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas; said 305.672 acre tract being a part of the following Two tracts: (1) a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, trustees of the Roy G. Cullen trust for the benefit of Roy Henry Cullen, the Roy G. Cullen trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen trust for the benefit of Cornelia Cullen long recorded under County Clerk's File (C.C.F.) No, 01-011002 of the official records of Brazoria County, Texas (O.R.B.C.T.); and (2) a 9.495 acre tract of land conveyed to Michael J. Sorrell from J. T. Suggs, JR, by Deed dated August 28, 1986 and recorded in Volume (86)320, Page 391 of the O.R.B.C.T.; the bearings stated in this description are grid bearings and are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983; distances are horizontal ground level lengths and may be converted to grid distances using the combined factor of 0.9998819; said 305.672 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a three-eighths inch iron rod with cap found at the Southwest corner of said 346.909 acre tract and on the East line of the Brazos Coast Investment Company(B.C.I.C.) Subdivision (S/D)) No. 10 recorded in Volume 2, Page 141 of the Plat records of Brazoria County, Texas(P.R.B.C.T.); Same being the Northwest corner of the remainder of a 105.52 acre tract conveyed to Blue Dolphin Pipe Line Company from MCNIC Offshore Pipeline & Processing Company by Deed dated February 20, 2002 and recorded under C.C.F. No. 2002041510 of the O.R.B.C.T.; from which a one and one-half inch iron pipe found at the Southwest corner of said 105.52 acre tract bears South 09°44'50" East, 1,309.41 feet (called South 09°45'00" East, 1,308.5 feet);

Thence North 09°44'50 West (called North 09°45'00" West), along the common line of said 346.909 acre tract and said B.C.I.C. S/D No. 10, a distance of 834.38 feet to a five-eighths inch iron rod set for corner,

Thence North 86°48'42' East a distance of 40.85 feet to a five-eighths inch iron rod set for corner;

Thence North 53°05'23" East a distance of 102.73 feet to a five-eighths inch iron rod set for corner;

thence North 37°28'56" East a distance of 97.87 feet to a five-eighths inch iron rod set for corner;

Thence North 19°44'43" East a distance of 104.60 feet to a five-eighths inch iron rod set for corner;

Thence North 12°33'00" East a distance of 323.47 feet to a five-eighths inch iron rod set for corner;

Thence North 19°08'27" East a distance of 111.23 feet to a five-eighths inch iron rod set for corner;

Thence North 33°56'34" East a distance of 109.84 feet to a five-eighths inch iron rod set for corner;

Thence North 49°13'02" East a distance of 109.35 feet to a five-eighths inch iron rod set for corner;

Thence North 49°45'48" East a distance of 223.28 feet to a five-eighths inch iron rod set for corner;

Thence South 09°57'26" East a distance of 46.57 feet to a five-eighths inch iron rod set for corner;

Thence North 71°06'16" East a distance of 90.18 to a five-eighths inch iron rod set for corner;

Thence North 82°11'52" East a distance 118.26 feet to a five-eighths inch iron rod set for corner;

Thence North 63°32'46" East a distance of 102.96 feet to a five-eighths inch iron rod set or corner;

Thence North 74°53'41" East a distance of 100.36 feet to a five-eighths inch iron rod set for corner;

Thence North 78°01'29" East a distance of 318.85 feet to a five-eighths inch iron rod set for corner;

Thence North 86°22'03" East a distance of 237.67 feet to a five-eighths inch iron rod set for corner;

Thence South 82°49'08" East a distance of 136.31 feet to a five-eighths inch iron rod set for corner;

Thence North 03°12'38" West a distance of 1,659.52 feet to a five eighths inch iron rod set for corner on the most Northerly North line of said 346.909 acre tract and the South line of tract 180 of the BCIC S/D No. 9, also recorded in Volume 2, Page 141 of the P.R.B.C.T.;

Thence North 86°47'22" East (called North 86°48'00" East), along the most Northerly North line of said 346.909 acre tract and the South line of said tract 180; a distance of 545.01 feet to a five-eighths inch iron rod found in concrete at the most Northerly Northeast corner of said 346.909 acre tract; same being the Southeast corner of said tract 180;

Thence South 03°00'11" East, along the most Northerly East line of said 346.909 acre tract and a West line of said B.C.I.C, S/D No. 9, a distance of 140.30 feet (called South 03°00'00" East,

140.08 feet) to a three-eighths inch iron rod found in concrete at an interior ell corner of said 346.909 acre tract and a Southwest corner of said B.C.I.C. S/D No 9;

Thence North $86^{\circ}59'22''$ East (called North $87^{\circ}00'00''$ East), along the North line of said 346.909 acre tract and a Northerly South line of said B.C.I.C. S/D No 9, at 1,728.87 feet (called 1,728.70 feet) pass a three-eighths inch iron rod found on line, at 1,933.20 feet (called 1,933.00 feet) pass a railroad bridge bolt found on line, and continuing for a total distance of 2,246.40 feet to a five-eighths inch iron rod set at the Northeast corner of said 346.909 acre tract; same being an interior ell corner of said S/D B.C.I.C. No. 9;

Thence South $02^{\circ}44'33''$ East along the East line of said 346.909 acre tract and a West line of said B.C.I.C. S/D No.9, a distance of 3,944.26 feet (called South $03^{\circ}44'30''$ East, 3,945.41 feet) to a point in water at the Southeast corner of said 346.909 acre tract; same being the Northeast corner of said 105.52 acre tract; from which a one-half inch, iron rod with cap found at the Southeast corner of said 105.52 acre tract bears South $02^{\circ}44'33''$ East, 701.23 feet (called South $02^{\circ}44'$ East, 700,0 feet);

Thence South $86^{\circ}45'14''$ West, along the most Easterly South line of said 346.909 acre tract and the most Easterly North line of said 105.52 acre tract, at 147.78 feet (called 148.0 feet) pass a one-half inch iron pipe found on line, at 592.38 feet (called 592.43 feet) pass a three-eighths inch iron rod with cap found 1.15 feet South of this line, and continuing for a total distance of 1,897.21 feet (called South $86^{\circ}47'33''$ West, 1,897.10 feet) to a three-fourths inch iron pipe found at the most Southerly Southwest corner of said 346.909 acre tract and an interior ell corner of said 105.52 acre tract;

Thence North $03^{\circ}13'55''$ West, along the most Southerly West line of said 346.909 acre tract and a Northerly East line of said 105.52 acre tract, a distance of 600.13 feet (called North $03^{\circ}14'14''$ West, 600.34 feet), to a one-half inch iron pipe found at an interior ell corner of said 346.909 acre tract and a Northerly Northeast corner of said 105.52 acre tract;

Thence South $86^{\circ}44'09''$ West, along a South line of said 346.909 acre tract and a North line of said 105.52 acre tract, a distance of 1,249.82 feet (called South $86^{\circ}44'37''$ West, 1,249.80 feet) to a five-eighths inch iron rod found for corner;

Thence North $03^{\circ}46'27''$ East, along a West line of said 346.909 acre tract and an East line of said 105.52 acre tract, a distance of 88.61 feet (called north $04^{\circ}01'00''$ East, 88.56 feet) to a five-eighths inch iron rod found for corner;

Thence North $85^{\circ}19'09''$ West, along a South line of said 346.909 acre tract and a North line of said 105.52 acre tract, a distance of 379.91 feet (called North $85^{\circ}14'23''$ West, 380.60 feet) to a five-eighths inch iron rod found for corner;

Thence South $47^{\circ}42'38''$ West, along a Southeast line of said 346.909 acre tract and a Northwest line of said 105.52 acre tract, a distance of 221.91 feet (called South $47^{\circ}19'09''$ West 221.27 feet) to a five-eighths inch iron rod found for corner;

Thence South 86°50'56" West, along the most Westerly South line of said 346.909 acre tract and the most Westerly North line of said 105.52 acre tract, a distance of 760.83 feet (called South 86°51'33" West, 761.31 feet) to the point of beginning and containing 305.672 acres of land, more or less. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson".

Tract 2:

Lots 177, 178, 179 and 180 all in Division 9 of Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded Map or Plat thereof in Volume 2, Page 145 of the Plat records, Brazoria County, Texas.

BEING A 20.301 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 20.301 ACRE TRACT BEING TRACTS 177 THROUGH 180 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141, et seq, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 177 THROUGH 180 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 20.301 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod found in concrete at the southeast corner of said Tract 180 and at the most northerly northeast corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; same being on the west line of a 30 feet wide platted, unimproved road;

THENCE South 86° 47' 22" West, along the south line of said Tract 180 and the north line of said 346.909 acre tract, at 545.01 feet pass a five-eighths inch iron rod set on line, at 892.16 feet pass a five-eighths inch iron rod set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 907.16 feet to a point for corner at the right descending water's edge of the cut off portion of Oyster Creek;

THENCE in a northerly direction along the right descending water's edge of the cut off portion of Oyster Creek and the west lines of said Tracts 177 through 180 with the following five (5) meanders:

1. North 14° 44' 30" East a distance of 12.11 feet;

2. North 03° 02' 56" East a distance of 234.93 feet;
3. North 01° 59' 52" East a distance of 250.25 feet;
4. North 03° 16' 02" West a distance of 270.32 feet; and
5. North 02° 28' 36" West a distance of 255.61 feet to a point for the common west corner of Tracts 176 and 177 of said B.C.I.C. S/D No. 9;

THENCE North 86° 59' 49" East along the common line of said Tracts 176 and 177, at 15.00 feet pass a five-eighths inch iron rod set on the set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 855.78 feet to a five-eighths inch iron rod found at the common east corner of said Tracts 176 and 177 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 00' 11" East along the east lines of said Tracts 177 through 180 and the west line of said 30 feet wide road, at 255.60 feet pass a five-eighths inch iron rod found at the common east corner of said Tracts 177 and 178, at 506.26 feet (called 524.6 feet) pass a five-eighths inch iron rod set to replace the rusty remains of an iron rod found at the common east corner of said Tracts 178 and 179, at 775.21 feet (called 775.3 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 179 and 180, and continuing for a total distance of 1,017.08 feet (called 1,017.3 feet) to the POINT OF BEGINNING and containing 20.301 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

Tract 3:

Lot 156 in Division 9 of Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded Map or Plat thereof in Volume 2, Page 145 of the Plat records, Brazoria County, Texas.

BEING A 5.103 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.103 ACRE TRACT BEING TRACT 156 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141, et seq, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 156 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 5.103 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one-half inch iron rod found at the common corner of Tracts 155, 156, 163 and 164 of said B.C.I.C. S/D No. 9;

THENCE North 86° 46' 44" East along the common line of said Tracts 155 and 156, a distance of 730.04 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 155 and 156 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 10' 44" East along the east line of said Tract 156 and the west line of said 30 feet wide road, a distance of 304.84 feet (called 304.75 feet) to a five-eighths inch iron rod with cap found at the common east corner of Tracts 156 and 157 of said B.C.I.C. S/D No. 9;

THENCE South 86° 49' 33" West along the common line of said Tracts 156 and 157, a distance of 729.86 feet (called 730 feet) to a two inch iron pipe found at the common corner of Tracts 156, 157, 162 and 163 of said B.C.I.C. S/D No. 9;

THENCE North 03° 12' 49" West along the common line of said Tracts 156 and 163, a distance of 304.24 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 5.103 acres of land. The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

Tract 4:

Lots 158, 159, 160 and 161 all in Division 9 of Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded Map or Plat thereof in Volume 2, Page 145 of the Plat records, Brazoria County, Texas.

BEING A 20.595 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 20.595 ACRE TRACT BEING TRACTS 158, 159, 160, AND 161 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141, et seq, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 158, 159, 160, AND 161 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 20.595 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one-half inch iron pipe found at the common west corner of Tracts 161 and 162 of said B.C.I.C. S/D No. 9 and on the east line of a 30 feet wide platted, unimproved road;

THENCE North 86° 50' 02" East along the common line of said Tracts 161 and 162, a distance of 732.52 feet (called 732 feet) to a three inch iron pipe found at the common corner of Tracts 157, 158, 161 and 162 of said B.C.I.C. S/D No. 9;

THENCE North 86° 47' 59" East along the common line of said Tracts 157 and 158, a distance of 729.78 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 157 and 158 and on the west line of a platted, unimproved road;

THENCE South 03° 10' 44" East along the east line of said Tracts 158 and 159 and the west line of said 30 feet wide road, at 609.04 feet (called 609.5 feet) pass a five-eighths inch iron rod with cap found at the monumented southeast corner of said Tract 159, and continuing for a total distance of 615.92 feet to a five-eighths inch iron rod set for the southeast corner of said Tract 159 and on the north line of a 30 feet wide platted, unimproved road; said set five-eighths inch iron rod being situated 30 feet north of and at right angles to the north line of that 346.909 acre tract conveyed to Michael J. Sorrell and Wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the Benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the Benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the Benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; from said set five-eighths inch iron rod a five-eighths inch iron rod set at the northeast corner of said 346.909 acre tract bears South 03o 10' 44" East, 30.00 feet and North 86o 59' 22" East, 7.79 feet;

THENCE South 86° 59' 22" West along the south line of said Tract 159, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 729.30 feet (called 730 feet) to a five-eighths inch iron rod set for the common south corner of said Tracts 159 and 160; from which a found one inch iron pipe (laid over) bears North 03o 13' 21" West, 4.15 feet;

THENCE South 86° 59' 22" West along the south line of said Tract 160, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 732.54 feet (called 732 feet) to a five-eighths inch iron rod set for the southwest corner of said Tract 160; same being at the intersection with the east line of another 30 feet wide platted, unimproved road;

THENCE North 03° 13' 20" West along the west line of said Tracts 160 and 161 and the east line of said 30 feet wide road, a distance of 611.52 feet (called 609.5 feet) to the POINT OF BEGINNING and containing 20.595 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

Tract 5:

Lot 140 in Division 9 of Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded Map or Plat thereof in Volume 2, Page 145 of the Plat records, Brazoria County, Texas.

BEING A 4.976 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.976 ACRE TRACT BEING TRACT 140 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141, et seq, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 140 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.976 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one and one-fourth inch iron pipe found at the northwest corner of Tract 166 of said B.C.I.C. S/D No. 9; same being at the intersection of the south and east lines of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 11' 05" East along the north line of said Tract 166 and the south line of said 30 feet wide road, a distance of 311.59 feet to a five-eighths inch iron rod set at an interior ell corner of said Tract 166 and at the intersection with the east line of another 30 feet wide platted, unimproved road;

North 03° 11' 51" West along the east line of said 30 feet wide road and along the west lines of Tracts 137 through 139 of said B.C.I.C. S/D No. 9, a distance of 814.11 feet to a five-eighths inch iron rod set for the common west corner of said Tracts 139 and 140 and the POINT OF BEGINNING of the herein described tract;

THENCE North 03° 11' 51" West along the west line of said Tract 140 and the east line of said 30 feet wide road, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 140 and 141 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East along the common line of said Tracts 140 and 141, a distance of 827.00 feet to a concrete monument with a brass disk stamped SE 141 SUBD 9 found at the common corner of Tracts 140, 141, 148 and 149 of said B.C.I.C. S/D No. 9;

THENCE South 03° 11' 51" East along the common line of said Tracts 140 and 149, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod with cap found at the common corner of Tracts 139, 140, 149 and 150 of said B.C.I.C. S/D No. 9;

THENCE South 87° 11' 05" West along the common line of said Tracts 139 and 140, a distance of 827.00 feet to the POINT OF BEGINNING and containing 4.976 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

Tract 6:

Lot 154 in Division 9 of Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded Map or Plat thereof in Volume 2, Page 145 of the Plat records, Brazoria County, Texas.

BEING A 5.112 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.112 ACRE TRACT BEING TRACT 154 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141, et seq, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 154 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 5.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod with cap found at the southeast corner of said Tract 154, at the northeast corner of 155 of said B.C.I.C. S/D No. 9 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 86° 45' 39" West along the common line of said Tracts 154 and 155, a distance of 729.96 feet (called 730 feet) to a one-half inch iron rod found at the common corner of 154, 155, 164 and 165 of said B.C.I.C. S/D No. 9; from which a one and one-fourth inch iron pipe found at the common west corner of said Tracts 164 and 165 bears South 86° 50' 14" West, 733.02 feet;

THENCE North 03° 10' 52" West along the common line of said Tracts 154 and 165, a distance of 305.31 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common corner of Tracts 153, 154, 165 and 166 of said B.C.I.C. S/D No. 9;

THENCE North 86° 47' 59" East along the common line of said Tracts 153 and 154, a distance of 729.97 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 153 and 154 and on the west line of said 30 feet wide road;

THENCE South 03° 10' 44" East along the east line of said Tract 154 and the west line of said 30 feet wide road, a distance of 304.81 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 5.112 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

Tract 7:

Lot 173 in Division 9 of Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded Map or Plat thereof in Volume 2, Page 145 of the Plat records, Brazoria County, Texas.

BEING A 5.039 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.039 ACRE TRACT BEING TRACT 173 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141, et seq, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 173 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 5.039 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a three-eighths inch iron rod found in concrete at a southwest corner of said B.C.I.C. S/D No. 9 and at an interior ell corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; same being at the intersection of the west and south lines of two 30 feet wide platted, unimproved roads; thence as follows:

North 03° 00' 11" West along a west line of said B.C.I.C. S/D No. 9 and a northerly east line of said 346.909 acre tract, a distance of 30.00 feet and North 86° 59' 22" East across said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the southwest corner of said Tract 173 and the POINT OF BEGINNING of the herein described tract of land and on east line of said 30 feet wide road;

THENCE North 03° 00' 11" West along the west line of said Tract 173 and the east line of said 30 feet wide road, a distance of 305.87 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 172 and 173 of said B.C.I.C. S/D No. 9;

THENCE North 86° 52' 47" East along the common line of said Tracts 172 and 173, a distance of 715.51 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common east corner of said Tracts 172 and 173 on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 173 and the west line of said 30 feet wide road, a distance of 307.24 feet (called 304.75 feet) to a five-eighths inch iron rod set for the southeast corner of said Tract 173 and at the intersection of the west line of said 30 feet

wide road with the north line of another 30 feet wide platted, unimproved road; said corner being situated 30 feet north of and at right angles to the north line said 346.909 acre tract;

THENCE South 86° 59' 22" West along the south line of said Tract 173, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 716.68 feet (called 723.4 feet) to the POINT OF BEGINNING and containing 5.039 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

ORDINANCE NO. 2015-2081

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, MAKING FINDINGS OF FACT; ABANDONING AS A PUBLIC RIGHT-OF-WAY THE UNOPENED AND UNUSED FIFTY FOOT RIGHT-OF-WAY BETWEEN JONES ROAD AND LAFITTE STREET SHOWN ON THE PLAT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION 14, AND DESCRIBED IN EXHIBIT **A**, ATTACHED HERETO; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on the Plat of the Brazos Coast Investment Company Subdivision, Division 14, recorded in Volume 2, page 148 of the Plat Records of Brazoria County, Texas, there is a fifty foot right-of-way which can be used for a public road located between Jones Road and Lafitte Street, abutting Tracts 65 and 90 on the northerly side thereof and part of Tract 518 and all of Tracts 519, 520 and 521 on the southerly side thereof, and being more fully described in Exhibit **A**, attached hereto and made a part hereof; and,

WHEREAS, the above mentioned tracts and said right-of-way are within the corporate limits of the City of Freeport, Texas, (the City) and, therefore, the City is the trustee thereof and has the right to determine whether or not such right-of-way can be opened and used as a public street or remain unopened and abandoned as a public right-of-way; and,

WHEREAS, the abandoning of such right-of-way as a public right-of-way would be in the public interest and would benefit the public by eliminating the need for the City to open and maintain such right-of-way as a public street when access to such tracts is adequately provided by other rights-of-way show on such plat which are already opened and maintained as public streets.

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

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

Second, the unopened and unused right-of-way within the City shown on the plat of the Brazos Coast Investment Company Subdivision, Division 14, Brazoria County, Texas, as lying between Jones Road and Lafitte Street, abutting Tracts 65 and 90 on the northerly side thereof and part of Tract 518 and all of Tracts 519, 520 and 521 on the southerly side thereof, and being more fully described in Exhibit **A** attached hereto and made a part hereof is hereby abandoned as a public right-of-way.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2015.

Norma Moreno Garcia, Mayor,
City of Freeport, Texas

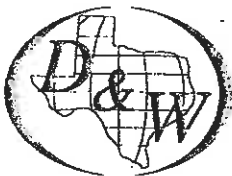
ATTEST:

Delia Munoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Wallace Shaw, City Attorney
City of Freeport, Texas

C\Freeport.Ord\Abandon R/O/W Btwn Jones Rd & Lafitte St-Ord



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**30' AND 50' PLATTED ROADWAYS
JOHN F. FIELDS, LABOR NO. 6, ABSTRACT 62
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2**

RECEIVED

MAR 1 2006

COUNTY MSMT

ALL THAT CERTAIN 1.430 ACRES of land lying and situated in the John F. Fields Labor No. 6, Abstract 62, Brazoria County, Texas, being a 30 foot and 50 foot wide platted roadway located between portions of Tracts 65, 90, 518, 519, 520 and 521 of the Brazos Coast Investment Company Subdivision No. 14, as recorded in Volume 2, Page 148 of the Brazoria County Plat Records, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 27) in which the directions are lambert grid bearings and the distances are horizontal surface level lengths (S.F.= 0.99988622445) as follows:

BEGINNING at a 1 inch iron pipe found marking the intersection of the northeast right-of-way line of a 60 foot wide road known as Jones Road with the most southerly North line of Tract 518 of the Brazos Coast Investment Company (B.C.I.C.) Subdivision No. 14, conveyed to The Dow Chemical Company in Volume 571, Page 472 of the Brazoria County Deed Records (B.C.D.R.);

THENCE, North 34° 03' 25" West, coincident with the northeast right-of-way line of said Jones Road, a distance of 58.47 feet to a 5/8 inch iron rod set for corner marking the southwest corner of a called 2.2322 acre tract conveyed to John V. Crowe in Volume 334, Page 8 of the B.C.D.R.;

THENCE, North 87° 08' 56" East, coincident with the South line of the said 2.2322 acre Crowe tract and the South line of a tract of land conveyed to Michael F. Warner and John C. McNevin in Volume 1283, Page, 681 of the B.C.D.R., same being the south line of the Tract 65 of B.C.I.C. Subdivision No. 14, a distance of 595.07 feet to a 5/8 inch iron rod set for corner at northwestern intersection point of the herein described 30 foot and 50 foot wide platted roadways;

THENCE, North 02° 51' 04" West, coincident with the east line of the said Warner and McNevin tract and the east line of a called 0.79 acre tract as conveyed to W & H Interests in County Clerks' File 05-055006 of the Brazoria County Official Records (B.C.O.R.), a distance of 300.03 feet to a 1/2 inch iron rod found for corner in the south right-of-way line of Victoria Street;

THENCE, North 87° 08' 56" East, coincident with the said south right-of-way line of Victoria Street, a distance of 30.00 feet to a 5/8 inch iron rod set for corner marking the northwest corner of a called 3.8318 acre tract conveyed to Turnkey Electric, Inc. in County Clerk's File 00-023075 of the B.C.O.R.;

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com


**30' AND 50' PLATTED ROADWAYS
JOHN F. FIELDS, LABOR NO. 6, ABSTRACT 62
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2**

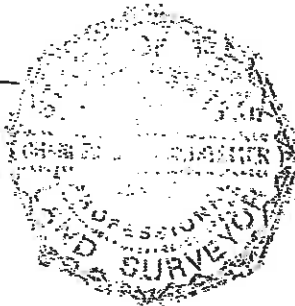
THENCE, South 02° 51' 04" East, coincident with the west line of the said 3.8318 acre Turnkey Electric, Inc. tract, a distance of 300.03 feet to a 5/8 inch iron rod set for the southwest corner of the said 3.8318 acre tract, same being the northeastern intersection point of the herein described 30 foot and 50 foot wide platted roadways;

THENCE, North 87° 08' 56" East, coincident with the south line of the said 3.8318 acre Turnkey Electric, Inc. tract, a distance of 455.99 feet to 5/8 inch iron rod set for the southeast corner of the said 3.8318 acre tract, in the west right-of-way line of Laffite Street;

THENCE, South 02° 51' 04" East, coincident with the west right-of-way line of the said Laffite Street, a distance of 50.00 feet to a 3/4 inch iron pipe found for corner marking the northeast corner of a 0.50 acre tract conveyed to Iglesia Bautista Emmanuel in County Clerk's File 93-009903 of the B.C.O.R.;

THENCE, South 87° 08' 56" West, coincident with the north line of the said 0.50 acre Iglesia Bautista Emmanuel tract, at a distance of 251.22 feet pass a 1 inch iron pipe found for the northwest corner of the said 0.50 acre Iglesia Bautista Emmanuel tract, same being the northeast corner of a called 7.89 acre tract conveyed to The Patel Family Living Trust in County Clerk's File 08-026048 of the B.C.O.R., at a distance of 554.53 feet pass a 1/2 inch iron pipe found for the northwest corner of the said 7.89 acre Patel Family Living Trust tract, same being the northeast corner of a called 4.006 acre tract conveyed to Troy Brimage in County Clerk's File 12-031639 of the B.C.O.R., at a distance of 935.27 feet pass a 1 inch iron pipe for the northwest corner of the said 4.006 acre tract, same being the northeast corner of the aforementioned Dow Chemical Company tract, and continue to a total distance of 1050.77 feet to the **POINT OF BEGINNING**, containing 1.430 acres of land, more or less;


Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
February 19, 2013



This description is based on a survey, a plat of which, dated February 19, 2013, is on file in the office of Doyle and Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

**REIMBURSEMENT AGREEMENT
FOR CITY OF FREEPORT WATER AND SEWER LINE EXTENSION AND CONNECTION TO
FREEPORT LNG PRETREATMENT FACILITY**

This Reimbursement Agreement (the "**Agreement**") concerning the reimbursement of costs incurred in the design, procurement, construction, testing and commissioning of an extension to the City of Freeport's water and sewer line facilities is dated and effective as of January 20, 2015 (the "**Effective Date**"), between City of Freeport (the "**City**") and Freeport LNG Expansion, L.P. ("**Freeport LNG**").

Recitals:

A. Freeport LNG, through its affiliates, is developing a natural gas pretreatment facility near Freeport, Texas (the "**Pretreatment Facility**") to support a planned natural gas liquefaction facility to be located on Quintana Island, Texas.

B. The Pretreatment Facility will need access to potable water, which it can develop on location via ground water wells or through an extension of the City's water facilities to connections on the Pretreatment Facility property.

C. It is Freeport LNG's and the City's preference to have the Pretreatment Facility water needs supported by an extension of, and connection to, the City's water facilities and, in addition, to partially extend the City's sewer line for possible additional connections near the Pretreatment Facility (collectively, the "**Facility Extension**"). The Facility Extension is generally shown in Exhibit 1 attached hereto and incorporated herein.

D. Under City Ordinance Section 53.01, the City will extend its water and sewer facilities in exchange for Freeport LNG prepaying the cost of such requested water and sewer extensions.

E. Pursuant to this Agreement, Freeport LNG will prepay for estimated costs for the Facility Extension in exchange for the City performing, or causing to be performed such Facility Extension.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Freeport LNG agree as follows:

1. Prepayment of Engineering, Permitting and Construction Inspection Costs and Release of Services for Same. Pursuant to the letter dated December 26, 2014 from Jerry Meeks (Project Manager, Veolia Water) to Lance Goodwin (Commercial Director, Freeport LNG), which is attached hereto for reference as Exhibit 2, a firm cost for Veolia's engineering services in order to survey, engineer, prepare and procure permits, and provide on-site construction inspection services is \$75,555.00. With a 20% administrative fee assessed by the City, the cost of such services is \$90,666.00 (the "**Engineering Services Cost**"). Freeport LNG shall prepay the Engineering Services Cost to the City within ten (10) days after the Effective Date of this Agreement. In exchange for such prepayment, the City will contract with Veolia Water on the basis of the letter attached as Exhibit 1, promptly release and require Veolia to perform the services proposed in the letter and otherwise administer, manage and contract for the performance of such services.

2. Prepayment of Procurement, Construction, Testing and Commissioning Costs and Release of Services for Same. Freeport LNG and the City will cooperate during the design and permitting of the Facility Extension in order to develop an agreed upon scope of work, cost and prepayment amount for the procurement, construction, testing and commissioning of the Facility Extension. Upon agreement of such scope of work and the cost of same, which shall include a 20% administrative fee for the City (collectively, the "**Construction Cost**"), Freeport LNG shall prepay such Construction Cost to the City.

Promptly after receipt of the payment of the Construction Cost, the City shall contract for, manage, and cause to be performed, the procurement, construction, testing and commissioning of the Facility Extension in accordance with the agreed scope of work. If, at any time, the amount of the Construction Cost is reasonably expected to be exceeded, the City shall provide written notice to Freeport LNG, which such notice shall identify the reasons for such exceedance, plans to minimize such exceedance and the anticipated amount of such exceedance (accompanied by reasonable supporting detail for such amount). Within thirty (30) days after receipt of all of the foregoing information from the City, Freeport LNG will remit payment to the City in the amount of the anticipated exceedance. The City and Freeport LNG agree that no administrative fee will be charged by the City for any exceedances unless such exceedance is a result of a requested change by Freeport LNG to the scope of work for the Facility Extension.

3. Refund of Prepaid Costs. In the event that any amount of the prepaid Engineering Services Cost or Construction Cost is not utilized by the City in the performance of the work allocated to such costs, the City, within sixty (60) days after the completion of the Facility Extension, shall refund to Freeport LNG any unused portion of the prepaid amounts.

4. Freeport LNG Review and Approval of Design and Construction. During the performance of the engineering services and the procurement, construction and commissioning of the Facility Extension, Freeport LNG shall have the right to review and inspect any such services, work and materials. The City shall make (or shall cause to be made) any corrections or changes identified by Freeport LNG with respect to any such services, work or materials, *provided that*, any changes to the scope of work requested by Freeport LNG which impact the cost of same shall be to Freeport LNG's account and paid or reimbursed to the City.

5. Standard of Care for the Facility Extension. The City shall cause the Facility Extension to be designed and constructed in accordance with applicable laws, regulations, permits and generally accepted industry standards. In addition, Freeport LNG and the City shall reasonably cooperate and assist Veolia Water, its subcontractors and any other contractors or subcontractors performing work for the Facility Extension in the design, permitting, construction and commissioning of the Facility Extension.

6. Termination. At any time prior to the completion of the Facility Extension, Freeport LNG shall have the right to terminate this Agreement and the work related to the Facility Extension by giving the City ten (10) days prior written notice. The costs incurred by the City up to the date of termination, and all reasonable close-out, demobilization and cancellation costs related to the termination, shall be reimbursed through the amounts prepaid by Freeport LNG. If such costs exceed the prepaid amounts, Freeport LNG shall reimburse the City for such costs promptly upon receiving written notice from the City with appropriate supporting documentation evidencing the exceedance of such prepaid amounts. Any prepaid amounts not utilized by the City shall be refunded in accordance with Paragraph 3 above within sixty (60) days after receipt of the notice of termination from Freeport LNG.

7. Miscellaneous. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. The facsimile copy of a party's signature to this Agreement shall be valid as though such signature were an original. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas and the applicable laws of the United States of America (both as to interpretation and performance but excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a state court of competent jurisdiction located in Brazoria County, Texas, or in a United States District Court for the Southern District of Texas, Galveston Division, which includes Brazoria County, Texas. The parties agree that these Courts shall have exclusive jurisdiction over the parties and venue of any claim, dispute or action between them arising under this Agreement. Each provision of this Agreement shall be construed as though both parties participated equally in the draft of the same. This Agreement may not be amended or modified except by

an instrument in writing signed by duly authorized representatives of the parties. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes and replaces any provisions of the same subject contained in any other agreement between or among the parties, whether written or oral, prior to the Effective Date. Each party hereto shall do all such acts and execute and deliver all such further documents as shall be reasonably appropriate to effect the matters contemplated under this Agreement. This Agreement shall not be assignable by either party without the prior written consent of the other party. This Agreement shall be for the sole and exclusive benefit of the parties hereto and no person, firm or corporation is or shall be a third-party beneficiary of this agreement. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below, to be effective for all purposes as of the Effective Date.

The City:

CITY OF FREEPORT

Date: January __, 2015

By: _____
Norma Moreno Garcia, Mayor
City of Freeport

Freeport LNG:

FREEPORT LNG EXPANSION, L.P.,
By its sole general partner,
FREEPORT LNG EXPANSION GP, LCC

Date: January __, 2015

By:  _____
S. L. Cornelius, Authorized Signatory

Exhibit 1
Facility Extension Overview Illustration

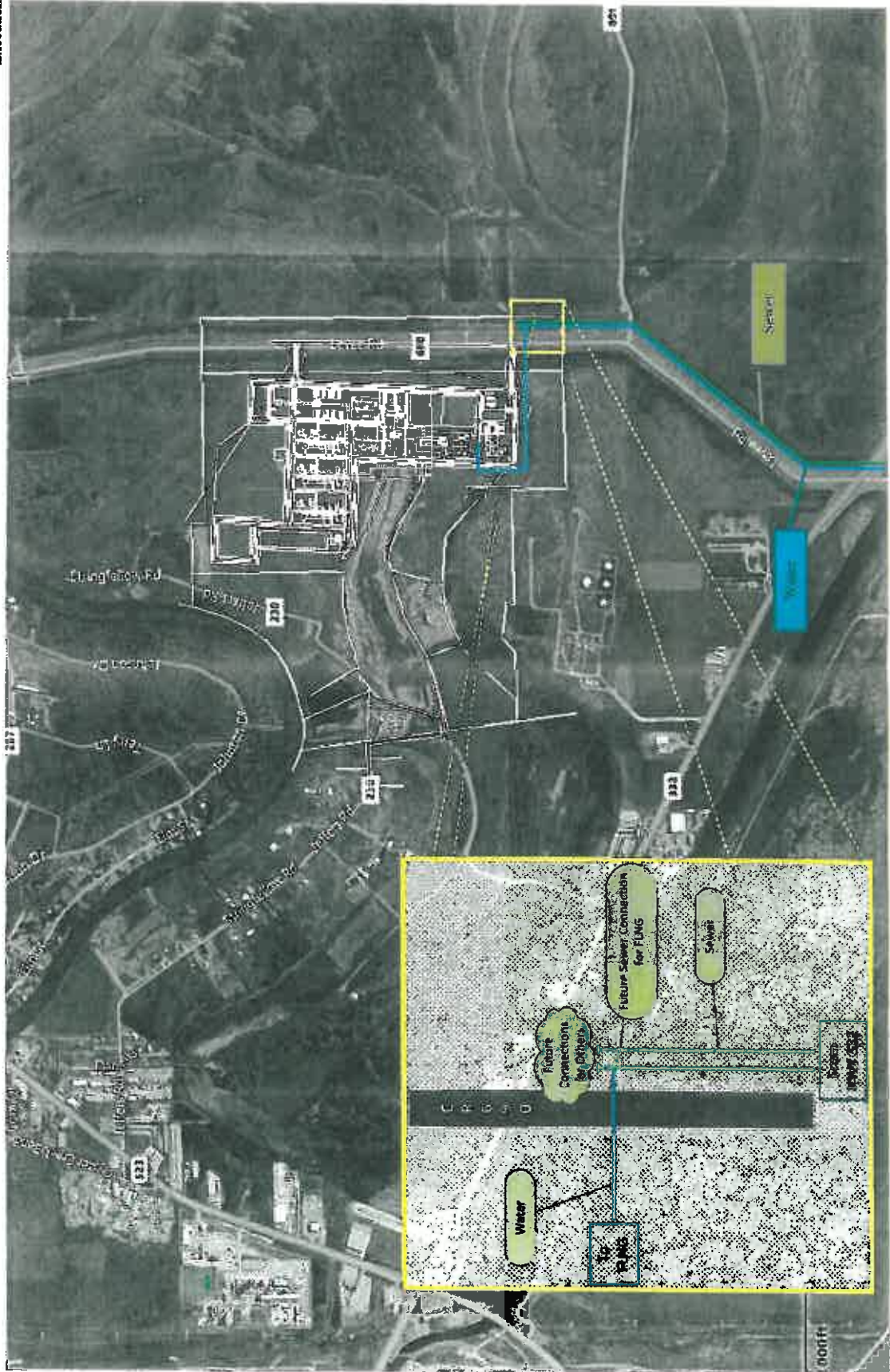


Exhibit 2
Veolia Water Letter



December 26, 2014

Lance Goodwin
Commercial Director
Freeport LNG Development, L.P.
335 Clay Street, Ste. 5050
Houston, Texas 77002

Re: Firm Budget Cost for Engineering

Mr. Goodwin:

Based on the information we have now, we can give a firm budget for the engineering services required for the design, permitting, and construction phase services pertinent to extension of utility services from State Highway 332 to the point of service for the Freeport LNG facility on County Road 690 approximately five thousand feet northeast of State Highway 332 in Freeport, Texas. By using the drawings you did provide we used the point of service as the base of the north side of the levee as the location of the water meter.

The cost for engineering services is \$75,555.00. This includes basic engineering services including topographic surveying, Preparation of permit applications to Velasco Drainage District and the US Army Corp of Engineering, and On-Site Project Inspection. The City of Freeport has a 20% administration fee \$15,111.00 bringing the total cost for engineering to \$90,666.00.

If would like for us to proceed with the engineering portion of this project please approve below.

If you have any questions please call me

Sincerely,

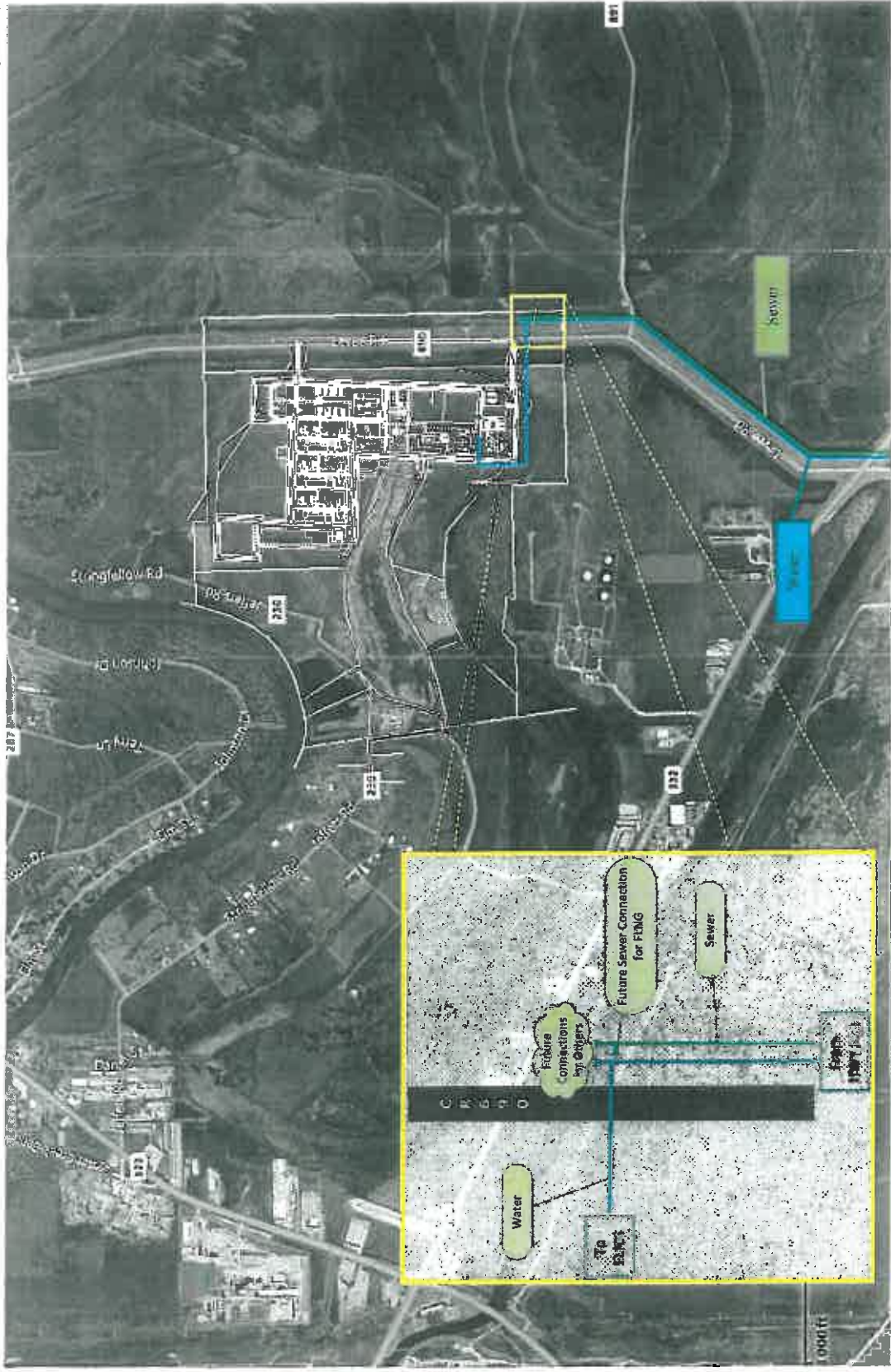

Jerry Meeks
Project Manager, Veolia Water

Cc: Jeff Pynes, City Manager City of Freeport

Approval: _____ Date: _____

15.11.12

Execution Version



City of Freeport
 West 2nd Street
 Freeport, TX
 77541



5115 Steadmont
 Houston, Texas 77040
 713 690-6301
 Fax: (713) 690-5331

Attention: Jeff Pynes

Submitted by: Cesar Ramirez

DATE	WORK ORDER #	PHONE	START DATE	FSG ACCOUNT REP.	FSG LIGHTING MANAGER
1/12/2015	1643558	979-233-3526	TBD	Pete Thrasher	Brian Dwyer

FSG Electric is pleased to present the following quote for your approval: ²⁶ 832607-8303

Scope of Work: FSG will install (20) new decorative poles with (24) Philips LED pole fixtures
 FSG will install (20) new 18" pole bases for new Philips LED pole fixtures
 FSG will install 1200' of new 3/4" pvc conduit from existing panels to feed new pole bases
 (16) poles will have single fixtures and (4) will have double fixtures
 FSG will install (2) new time clocks with photocell override to control new Philips LED Pole fixtures

Inclusions: Labor and material to complete the scope of work
 Five year labor warranty includeds (30) hours total

Exclusions: Warranty on wiring, devices or equipment that are existing or supplied by others.
 Warranty does not guarantee the condition/suitability of existing circuitry.
 This proposal does not include any repairs or modifications to existing circuitry, fixtures or equipment not stated in the scope of work
 All landscape repair, concrete patching, finish or frame is excluded from price

Assumptions: All work to be completed during normal working hours Monday to Friday 8:AM to 5:PM
 Power will be turned off to complete the work

Clarifications: Warranty does not include the photocell, lighting controls, circuitry, etc...
 Labor Warranty does not include material

Material Amount \$	81,458.82
Labor Amount \$	66,638.86
Total no tax \$	148,097.68

The above price's, specifications and conditions and are satisfactory and herby accepted. FSG Electric is authorized to do the work as specified. Payment will be made net 30 from invoice date. Please reference work order number 1643558 on any inquiries

Date of proposal 01/12/15 Quote valid for 30 Days

Date of acceptance _____

Signature _____

Printed Name _____



Regulated by the Texas Department of Licensing & Regulation for comments or complaints Contact
 PO Box 12157 Austin, Texas 78711 (800) 803-9202 (512)4636599 www.license.state.tx.us/complaints TECL# 24643

BuyBoard Current Vendors

Vendor	Address1	City	State	Zip	Effective	Expiration Contract
Facilities Connection, Inc.	240 E. Sunset	El Paso	TX	79922	4/1/2013	3/31/2016 Furniture - School, Office, Science, Library & Dormitory 414-12
Facilities Sources	13124 Player St.	Houston	TX	77045	11/1/2014	10/31/2015 Trade Services and Labor for Electrical, Plumbing, and HVAC 461-14
Facilities Sources	13124 Player St.	Houston	TX	77045	5/1/2012	4/30/2017 Job Order Contracting - Regional (EZIQC) 392-12
Facilities Sources	13124 Player St.	Houston	TX	77045	12/1/2014	11/30/2018 Job Order Contracting (RS Means) 464-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	11/1/2014	10/31/2015 Trade Services and Labor for Electrical, Plumbing, and HVAC 461-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	10/1/2013	9/30/2016 Parks & Recreation Equipment, Field Lighting, Products & Installation 423-13
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	4/1/2014	3/31/2017 Energy Saving Lighting Products 437-13
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	9/1/2014	8/31/2017 Outdoor Street Lighting 456-14
Facility Solutions Group	610 W. Powell Lane	Austin	TX	78753	12/1/2014	11/30/2017 Electric Vehicle Charging Stations 469-14
FacilityDude.com	11000 Regency Parkway Suite 200	Cary	NC	27518	11/1/2012	10/31/2015 Technology Equipment, Software, Supplies, & Telecommunications Products, Asse 409-12
Fair-Play Scoreboards	1700 Delaware Ave.	Des Moines	IA	50317	4/1/2013	3/31/2016 Athletic, PE, Gym Supplies, Equip., Heavy Duty Exercise Equip. & Acc. 413-12
Fairway Sports Vehicles	1220 N. Robertson Road	Salado	TX	76571	6/1/2014	5/31/2017 Grounds Maintenance Equip. & Irrigation Parts, Supplies & Installation 447-14
Fairway Supply Inc	8621 N. Belt Line Rd. Suite 130	Irving	TX	75063	6/1/2013	5/31/2016 Building Maintenance, Repair, Operations Supplies & Equipment 415-12
Farber Specialty Vehicles	7052 Americana Parkway	Reynoldsburg	OH	43068	9/1/2014	8/31/2017 Mobile Command, Emergency Mgmt & Bio-Terrorist Vehicles 454-14
Farber Specialty Vehicles	7052 Americana Parkway	Reynoldsburg	OH	43068	9/1/2014	8/31/2017 Mobile Command, Emergency Mgmt & Bio-Terrorist Vehicles (Parts & Labor) 454-14
Fast Thermograph Printing Co.	2717 E. Missouri	El Paso	TX	79903	10/1/2014	9/30/2017 Copy and Print Services 466-14
FastServ Supply (formerly Ace Bolt & Screw)	4060 E. Plano Parkway	Plano	TX	75074	12/1/2012	1/31/2015 Automotive Grease, Oils, Lubricants, Etc. 410-12
Field Turf USA, Inc.	7445 Cote-de-Lessee Road, Ste 200	Montreal	QC	H4T1G2	3/1/2012	2/28/2015 Flooring Products - Indoor/Outdoor & Sports Surface 391-12
Filly's Career Apparel	10101 Southwest Fwy., Suite 400	Houston	TX	77074	6/1/2013	5/31/2016 Uniforms & Accessories for Various Areas 416-12

80
105

