

Incorporated 1979

Telephone: 281-343-9929

FAX: 281-343-7786

TOWN OF THOMPSONS

P. O. BOX 29

THOMPSONS, TEXAS 77481

MAYOR

FREDDIE NEWSOME, JR

ALDERMEN

RITA M. MILLER

DEBORAH BROWN

GINA S. TREADGOLD

CAROL M. GUBBELS

EDWARD E. TAYLOR

April 21, 2016

Dianne Wilson
Fort Bend County Clerk
301 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

Please find enclosed the Town of Thompsons Fiscal Budget for May 1, 2016 through April 30, 2017, for your files.

If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,



Freddie Newsome, Jr.
Mayor

FN/mam

Enclosures

ORDINANCE NO. 161

**ADOPTION OF BUDGET
FISCAL YEAR 5-1-16 THROUGH 4-30-17**

WHEREAS, pursuant to the laws of the State of Texas for General Law cities, the budget covering proposed expenditures for the fiscal year beginning May 1, 2016 and ending April 30, 2017 was filed with the City Secretary and was posted in Fort Bend Herald and bulletin board outside City Hall as required; and

WHEREAS, a public hearing was held by the City Council of Aldermen of the Town of Thompsons, Texas, on said budget on April 21, 2016, at which time said budget was fully considered, and interested taxpayers were heard by City Council;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

That the budget estimate of the revenues and expenditures for the Town of Thompsons, Texas as presented by the Mayor and appropriated by the City Council for the fiscal year beginning May 1, 2016 and ending April 30, 2017, be and it is hereby adopted as the budget for such fiscal year:

That the attached "Exhibit A" with written comments of expenditures be declared as necessary for operating expenses for the Town of Thompsons;

That the Ordinance be in full force and effect from and after its adoption.

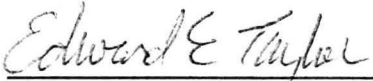
PASSED AND APPROVED BY THE CITY COUNCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, upon first and final reading at a Regular Council Meeting on the 26th day of April, 2016 by a vote of 3 "AYES", 0 "NAYS" and 0 "ABSTENTIONS".


Freddie Newsome, Jr.-Mayor


TOWN OF THOMPSONS

Gina S. Treadgold-Alderman

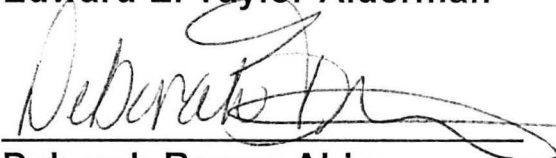
Rita M. Miller- Alderman



Edward E. Taylor-Alderman



Carol M. Gubbels-Alderman



Deborah Brown-Alderman

ATTEST



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018



Mary Ann Manna-City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 161, finally passed and approved by the Town of Thompsons, following the First and final reading thereof at regular meetings held on the 18th day of February and the 17th day of March.



Mary Ann Manna-City Secretary

	ABCD	E	P	Q	R	S	T
1	TOWN OF THOMPSONS, TEXAS		budget fye 4/30/16	for calendar year	budget fye 4/30/17		fye 4/30/2017
2	PRELIMINARY BUDGET FYE 4/30/2017		Budget	1/1/15 12/31/15	Budget		
3	Ordinary Income/Expense		for the period	ACTUAL	for the period		
	Income		5/1/15 - 4/30/16		5/1/16 - 4/30/17		
	4050 · Grants						
	4100 · Taxes and Assessments						
7		4130 · Sales & Use Tax	23,215.00	62,981.33	62,000.00	last year actual	
8		4140 · Franchise Fees/ Ind Agrmt	896,060.96	746,161.09	933,560.00	B	
9		Total 4100 · Taxes and Assessments	919,275.96	809,142.42	995,560.00	995,560.00	
10	4200 · Interest Income						
12		4202 · Texpool Interest	85.00	98.06	85.00		
13		4203 · Frost Interest	378,552.95	410,021.00	442,922.98	A	
14		4200 · Interest Income - Other	0.00	40.05	0.00		
15		Total 4200 · Interest Income	378,637.95	410,159.11	443,007.98	443,007.98	
16	4600 · Other Income						
18		4600 · Other Income - Other	0.00	3,630.15	0.00		
19		Total 4600 · Other Income	0.00	3,630.15	0.00	0.00	
20		Total Income	1,297,913.91	1,222,931.68	1,438,567.98	1,438,567.98	TOTAL REVENUE
21	Expense						
22	5100 · Health and Safety						
23	5200 · Volunteer Fire Department						
24		5201 · Payroll, Fire Secretary	5,576.55	5,641.00	5,641.00	AA	
25		5204 · Other Expenses Fire Department	15,570.00	12,164.58	11,671.86	BB	
26		5206 · Maintenance Fire Department	2,500.00	1,392.62	4,364.97	BB	
27		5207 · Equipment Fire Department	4,500.00	0.00	9,000.00	BB	airtanks
29		Total 5200 · Volunteer Fire Department	28,146.55	19,198.20	30,677.83		volunteer fire department
30	5300 · Trash Service		18,000.00	17,924.50	18,000.00		
31		Total 5100 · Health and Safety	46,146.55	37,122.70	48,677.83	48,677.83	total health and safety
32	5400 · Police Department						
33		5401 · Payroll, Police	51,660.00	53,930.00	49,200.00	AA	
34		5405 · Other Expenses, Police D	13,500.00	24,431.93	17,960.00	DD	
35		Total 5400 · Police Department	65,160.00	78,361.93	67,160.00	67,160.00	total police department
36	5500 · Park Services						
		5501 · Payroll, Park Department	46,124.00	48,128.00	43,928.00	AA	
		5503 · Maintenance Park	36,500.00	14,413.96	16,000.00	CC	add 1000. trash can lids
40		5506 · Summer Park Program	17,600.00	4,025.00	4,025.00	CC	
41		5507 · Utilities Park	2,000.00	2,022.77	2,100.00	CC	
42		Total 5500 · Park Services	102,224.00	68,589.73	66,053.00	66,053.00	total park service
43	6000 · General Government Expenses						
44		6020 · Advertising	150.00	150.00	150.00		
46		6060 · Bank Service Charges	3,800.00	3,986.07	3,800.00		
48		6190 · Continue Education	630.00	0.00	100.00		
49		6220 · Dues and Subscriptions	1,500.00	1,868.36	2,000.00		
50		6223 · Election Expense	3,765.00	0.00	3,765.00		rental voting machines
51		6380 · Insurance	40,908.25	40,581.59	44,819.06	EE	
52		6550 · Office Supplies	10,000.00	10,304.59	10,000.00		
53		6560 · Payroll Salary Office Staff	48,703.20	50,058.00	48,703.20	AA	
54		6580 · Payroll Taxes All Staff	12,442.79	11,603.52	11,748.00	AA	
55		6590 · Payroll Retirement match employe	2,728.79	3,926.57	3,382.22	AA	added Manny 2/17/16
56		6610 · Postage and Delivery	1,400.00	1,208.66	1,400.00		last year actual
58		6640 · Professional Fees	56,650.00	48,175.50	60,300.00	FF	
59		6710 · Repairs				190,167.48	
60		6720 · Building Repairs	20,000.00	12,021.25	13,000.00		building maintenance/janitor
62		6710 · Repairs - Other & Street	100,000.00	0.00	375,000.00		revised per Freddie 4/8/16
63		Total 6710 · Repairs	120,000.00	12,021.25	388,000.00	388,000.00	
64		6880 · Telephone	15,000.00	15,064.79	15,000.00	15,000.00	
65	6900 · Travel & Expense						
66		6930 · Travel Meal- Mayor/Counc/Emp	20,000.00	9,830.21	10,000.00		
68		Total 6900 · Travel & Expense	20,000.00	9,830.21	10,000.00	10,000.00	
69		6940 · Utilities - Street Lights	25,000.00	27,303.64	28,000.00		
70		6945 · Capital improvements	0.00	0.00	0.00		
71		6950 · Gas and Electric	0.00	0.00	0.00		
72		6970 · Contingency Fund	50,000.00	0.00	50,000.00		same as last year budget
		Total 6000 · General Government Expenses	76,000.00	27,303.64	78,000.00	78,000.00	
75		Total Expense	\$ 627,208.58	\$ 420,157.11	\$ 863,058.31	863,058.31	TOTAL EXPENSE
76							
77		Net Income	670,705.33	802,774.57	575,509.67	575,509.67	

ORDINANCE NO. 162

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF THOMPSONS, TEXAS RATIFYING ORDINANCE NO 159, AND CLAIRIFYING ACTIONS BY TOWN COUNCIL; ATTACHING THE FINAL LAND USE AND PLANNING AGREEMENT WITH THE GEORGE FOUNDATION, TO ESTABLISH DETAILS FOR THE FUTURE DEVELOPMENT OF LAND IN THOMPSONS EXTRA-TERRITORIAL JURUSDICITION; PROVIDING AN EFFECTIVE DATE; AND CONTAINING A SEVERABILITY CLAUSE.

* * * * *

WHEREAS, the George Foundation owns approximately 20,000 acres of land located in the Town of Thompsons' extra-territorial jurisdiction; and

WHEREAS, the Town of Thompsons and the George Foundation recognize that there will be future development on the 20,000 acres; and

WHEREAS, the Town of Thompsons and the George Foundation wish to minimize the impact development in the extra-territorial jurisdiction will have on the Town, its residents, and its quality of life; and

WHEREAS, the Town of Thompsons and the George Foundation have a long-standing, trusting and mutually beneficial cooperative relationship, including in the areas of land use and potential growth and development; and

WHEREAS, the Town of Thompsons and the George Foundation, pursuant to the authority granted by Texas Local Government Code Chapter 212, and other state and constitutional law, wish to enter into a Land Use and Planning Agreement to govern future development on the property owned by the George Foundation, and to provide the Town of Thompsons reasonable assurances of information, input and revenue sharing to offset the impacts on the Town; and

WHEREAS, the Land Use and Planning Agreement anticipates that further agreements will be necessary as the land area covered by it is sold by the George Foundation to the eventual developers and builders, and provides for the transition in ownership and the obligations of such future purchasers and the Town; and

WHEREAS, the Town of Thompson Town Council approved Ordinance No. 159 on August 25, 2015, on a motion that included approval only if two amendments were made to the draft presented to them at the meeting, which is reflected in the official minutes of the meeting of August, 25 2015;

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF THOMPSONS, TEXAS:

Section 1. That the recitals above are found to be true and correct and are adopted and incorporated into this ordinance as if fully set out here.

Section 2. That the Town Council of the Town of Thompsons hereby ratifies ordinance No. 159, by a motion, second, and unanimous vote to approve a Land Use and Planning Agreement (“Agreement”) with the George Foundation, a Texas charitable trust, to establish certain details to guide future cooperation efforts for the development of the George Foundation’s property located in the extra-territorial jurisdiction of the Town of Thompsons, in accordance with state law, which motion was made subject to the condition that the Town proximity property be expanded, and that Section 8.01 in the draft considered at the meeting be deleted.

Section 3. That the Town Council affirms that the minutes of the meeting of August 25, 2015 have been approved and accurately reflects the conditions upon which approval was made.

Section 4. That the Agreement, revised as required by the Town Council vote on August 25, 2015, was presented to the Town Council on March 17, 2016 and is incorporated herein and attached hereto and incorporated herein as Exhibit A.

Section 5. That the Agreement presented on March 17, 2016, Exhibit A hereto, has been approved and adopted by the Town Council by a motion, second, and unanimous vote at a properly posted public meeting.

Section 6. That the Mayor of the Town of Thompsons was also authorized to execute the Agreement in multiple originals and to transmit the original documents to the George Foundation.

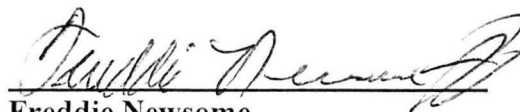
Section 7. That the originals of the Agreement signed by the Mayor has subsequently been approved by the Board of Directors of the George Foundation, retaining one original, and one original filed of record in the Fort Bend County Real Property Records, and one returned to the Town of Thompsons.

Section 8. If any term, condition, or provision of this Ordinance is declared invalid by a court or competent jurisdiction, such invalid term, condition, or provision shall not invalidate or impair the validity, force, or effect of the entire Ordinance, and this Ordinance shall be construed as if it did not contain the invalid term, condition, or provision.

Section 9. This Ordinance shall be effective upon the date of its passage and approval by the City Council.

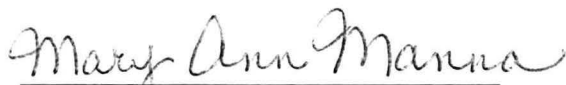
PASSED AND APPROVED at a legally held meeting of the Town of Thompsons, Fort Bend County, Texas on the 19th day of May, 2016.

TOWN OF THOMPSONS, TEXAS



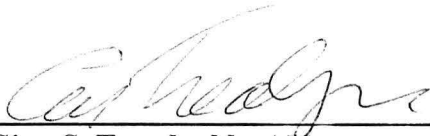
Freddie Newsome
Mayor

ATTEST:

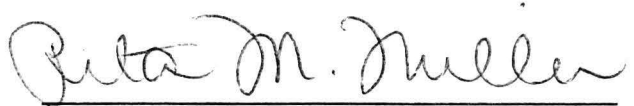


Mary Ann Manna
City Secretary


Town of Thompson, Texas
Board of Aldermen:



Gina S. Treadgold - Alderman



Rita M. Miller - Alderman



Edward E. Taylor - Alderman



Carol M. Gubbels - Alderman



Deborah Brown - Alderman


OLSON OLSON^{LLP}
ATTORNEYS AT LAW

May 23, 2016

Via CMRRR

Mayor Freddy Newsome
P.O. Box 29
Thompsons, TX 77481-0029

Re: Land Use Planning and Cooperation Agreement between the Town
of Thompsons, Texas and the George Foundation


Dear Mr. Newsome:

Enclosed please find a fully executed copy of the Land Use and Cooperation Agreement with the George Foundation, as well as a certified copy showing its recordation in the County Real Property Records. These are copies for the city's records. Should you have any further questions, please do not hesitate to call.

Very truly yours,
OLSON & OLSON, L.L.P.


Kim Mickelson

KM/tcc
Enclosures

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

1300 POST OAK BOULEVARD

SUITE 1400

HOUSTON, TEXAS 77056

WWW.SPHLLP.COM

TELEPHONE (713) 623-4531
TELECOPIER (713) 623-6143

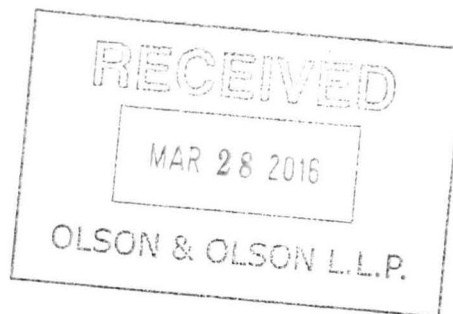
JOSEPH M. SCHWARTZ
MICHAEL G. PAGE
PETER T. HARDING
ABRAHAM I. RUBINSKY
MARTHA T. BERSCH
HOWARD M. COHEN
SPENCER W. CREED
CHRISTOPHER T. SKINNER
DANIEL S. RINGOLD
MITCHELL G. PAGE
BRYAN T. YEATES

CHRISTINA J. COLE
MATTHEW R. REED
WILLIAM D. STAFFORD
TRAVIS M. HEDGPETH
GINA FREE
JOHN H. EICHELBERGER
DIANA MILLER

March 25, 2016

VIA FEDERAL EXPRESS

Ms. Kimberly Mickelson
Olson & Olson, L.L.P.
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019-2133



RE: Land Use Planning and Cooperation Agreement between The Town of Thompsons, Texas and The George Foundation (the "Cooperation Agreement")

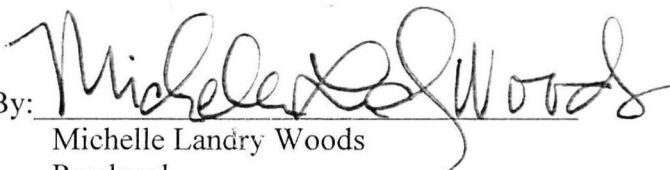
Ms. Mickelson:

For your records, enclosed is a fully executed original Cooperation Agreement, along with one complete copy which has been recorded in the Official Public Records of Fort Bend County, Texas.

Should you have any questions or need anything further, please let us know.

Sincerely,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: 
Michelle Landry Woods
Paralegal

mlw

cc: Mr. Roger Adamson (with enclosures)
Mr. Jack Moore (with enclosures)

2016029205
ELECTRONICALLY RECORDED
Official Public Records
3/23/2016 1:39 PM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 41 Fee: \$ 179.50

LAND USE PLANNING AND COOPERATION AGREEMENT
BETWEEN
THE TOWN OF THOMPSONS, TEXAS
AND
THE GEORGE FOUNDATION

**LAND USE PLANNING AND COOPERATION AGREEMENT
BETWEEN THE TOWN OF THOMPSONS, TEXAS
AND THE GEORGE FOUNDATION**

This Agreement (the "Agreement") is made as of the 22nd day of March, 2016, by THE TOWN OF THOMPSONS, TEXAS (the "Town"), a general law municipality in Fort Bend County, and THE GEORGE FOUNDATION (the "Foundation" or "Owner"), a Texas charitable trust.

WHEREAS, the Foundation owns approximately 20,856.50 acres of land (hereinafter defined as the "Property"), substantially all of which was acquired from the estates of the Foundation's founders by 1971, the date of death of the surviving founder, Mrs. Mamie E. George, and the vast majority of which is or will be located in the Town's extraterritorial jurisdiction (hereinafter defined as the "ETJ");

WHEREAS, the Property is one of the principal investment assets of the Foundation, and the Foundation is the largest single landowner within the Town's ETJ;

WHEREAS, although the Foundation has no current intention of selling or developing the Property, it is foreseeable that future sales and development by future owners of the Property may occur if the Foundation decides, in an effort to optimize the value of the assets of the Foundation, to sell or dispose of some or all of its investment in the Property;

WHEREAS, the Foundation desires to preserve and maximize its investment in the Property by securing from the Town the assurances and long-term certainty of mutually beneficial guidelines and land use standards for the Property; and

WHEREAS, the Town has a long and rich history and culture that combines the best elements of rural and urban lifestyles characterized by relative proximity to major metropolitan centers and large individual land ownerships, a peaceful and uncongested environment, stable and efficient local government and relative financial security; and

WHEREAS, the Town wishes to preserve its current community characteristics and the lifestyle of its residents; and

WHEREAS, in an effort to minimize the impact that future development may have on the Town, its current characteristics and the quality of life of its current and future residents, the Town wishes to provide for the orderly, safe and healthful development of land within the Town's ETJ, as provided by Chapters 42, 43 and 212, Texas Local Government Code, as amended; and

WHEREAS, the Parties have had a close and mutually beneficial relationship that dates back more than a century and wish to further a cooperative effort in all areas of mutual concern, including land use and potential growth and development within the Town's ETJ, as evidenced by that certain Proclamation and that certain Resolution No. 245, adopted by the Town on September 17, 2009, and October 15, 2009, respectively, in honor of the Foundation and the Parties' relationship; and

WHEREAS, in furtherance of the themes and intent of the Proclamation and Resolution, the Parties agree that each of their goals and desires regarding land use and future development within the Town's ETJ can be achieved pursuant to this Agreement, as authorized under Chapter 212, Texas Local Government Code, as amended, which will (i) provide an alternative to the typical municipal

regulatory process for development, (ii) allow for comprehensive planning of the Property, (iii) provide a degree of certainty of regulatory requirements, and (iv) provide for future land uses that attempt to minimize the economic burden of growth to the Town, while endeavoring to minimize the impairment of the quality of life of its present and future residents or the current characteristics of the Town and allowing for the orderly, safe and healthful development of the Property; and

WHEREAS, it is the intent of this Agreement to set forth the mutual agreements, covenants and commitments between the Parties regarding the Property, and it is acknowledged that the Parties are proceeding in reliance upon the purpose, intent, effectiveness and enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, benefits and undertakings set forth and contained herein, and other good and valuable consideration, the Parties contract and agree as follows:

ARTICLE I DEFINITIONS AND PURPOSES

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement shall have the meanings set out below:

Applicable Regulatory Requirements means any valid and applicable law, rule, regulation or requirement of the Town, the County or the State of Texas or any State or federal agency having jurisdiction over the Property, including, without limitation, County Regulations which may be adopted prior to, on or after the effective date of this Agreement.

County means Fort Bend County, Texas.

County Regulations means all laws, regulations, standards, codes and ordinances now or hereafter promulgated or enforceable by the County and applicable to the Property or to Public Improvements or Private Improvements within the Property.

Foundation or *Owner* is defined in the recitals hereto and means and includes any subsequent owner, whether or not related to the Foundation or otherwise a subsidiary of the Foundation or a partnership or other entity in which the Foundation is a partner or participant, of all or a portion of the Property that specifically acquires, by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Foundation under this Agreement in accordance with Section 7.05 hereof.

ETJ means the extraterritorial jurisdiction of the Town, as now or hereafter configured.

Effective Date means the date first set forth in this Agreement.

International Building Code means the International Building Code, as it existed on May 1, 2003, or such later version that, pursuant to §214.216 of the Texas Local Government Code, as amended, is adopted as the municipal commercial building code in this state.

International Residential Code means the International Residential Code, as it existed on May 1, 2001, or such later version that, pursuant to §214.212 of the Texas Local Government Code, as amended, is adopted as the municipal residential building code in this state.

Owner's Engineer means an engineer or engineers engaged by the Foundation, Owner or any Special-District, as the case may be.

Person means any individual, partnership, association, firm, trust, estate, public or Private Corporation, or any other legal entity whatsoever.

Party or Parties means the Foundation and/or the Town, either singularly or collectively.

Private Improvements means any improvements of any kind or character, other than Public Improvements.

Property means all the land depicted on Exhibit "A" and described in the attached Exhibit "B" attached hereto and incorporated herein for all purposes, provided; however, that this Agreement shall not apply to any portion of the Property which is (i) within the corporate limits of the Town, except as provided in Sections 2.01(b) and 4.03, or (ii) outside of the ETJ of the Town, but further provided that this Agreement does apply to and the Property shall include any other property owned by the Foundation, now or in the future, that is included in the ETJ of the Town as it may be expanded in accordance with state law and that the Foundation designates by written notice to the Town as included within the Property.

Public Improvements means all facilities and improvements for any of the following: water supply or distribution; wastewater collection, transportation, treatment or disposal; stormwater control or detention, drainage, levee or flood protection; parks or recreation; fire protection or prevention; emergency medical services or medical transport services; law enforcement; economic development; roads or transportation; or other essential community, governmental or quasi-governmental improvements, services, facilities or functions.

Special District means a municipal utility district or other special district created under general law or through one or more acts of the Texas Legislature for the purpose or purposes of financing, planning, constructing, operating, maintaining or otherwise providing Public Improvements for or to all or any portion of the Property.

SPA means a strategic partnership agreement authorized under §43.0751, Texas Local Government Code, as amended.

TCEQ means the Texas Commission on Environmental Quality and its successors.

Town means the Town of Thompsons, Texas, or any other governmental entity succeeding to the principal rights, powers, authority or functions of the Town.

Town Council means the Town Council of the Town, or any successor governing body.

Town Engineer means the engineer or engineers engaged or employed by the Town.

Town Proximity Property means that portion of the Property depicted on Exhibit "C" attached hereto and incorporated herein for all purposes, which is in close proximity to the Town's corporate limits or development of which is considered to have an impact on the Town.

Section 1.02 Purposes. The Foundation has no present intention of selling or developing the Property; however, based upon the size and location of the Property and its proximity to current

development, the Parties anticipate that, if the Foundation sells or disposes of all or a portion of the Property, then the Property or such portion thereof, may in the future be developed by a subsequent Owner or Owners as a master-planned, mixed-use community with land uses to include, without limitation, single and multi-family residential, commercial, institutional and recreational facilities. In furtherance of the mutual goals of Parties to facilitate high-quality land use and development of property within the Town's ETJ, including the Property, according to adequate, and reasonably predictable standards and criteria, and without causing an undue burden to the Town for additional financial, administrative or technical resources, personnel and equipment, the Parties have determined to describe the standards, procedures, requirements, mutual agreements and consents necessary to accomplish such purposes.

ARTICLE II REGULATORY, LAND USE, PLATTING, DESIGN AND CONSTRUCTION STANDARDS

Section 2.01 Regulatory Standards. (a) The Parties desire to ensure that any future development of the Property will be accomplished in an orderly, safe, and healthful manner with minimal impact to the Town and its residents and to provide a degree of certainty as to the regulatory requirements applicable to the future development of the Property. The Parties further acknowledge and agree that the Applicable Regulatory Requirements relating to environmental, platting, planning, land use, design, construction, inspection, reconstruction, rehabilitation, replacement, improvement, enlargement, expansion, modification, repair, inspection, operation or maintenance requirements, standards and criteria applicable to the Property, or to any Private or Public Improvements within the Property, as now or hereafter promulgated, administered and enforced by or through the Town, the County, and by the State of Texas, or any State or federal regulatory authorities having jurisdiction over the Property, are presently believed to be adequate and sufficient, taken together with the opportunity to review and comment on specific plats or plans in accordance with this section, to ensure that any future development of the Property will be accomplished in an orderly, safe and healthful manner and to minimize the impact on and otherwise to protect the interests of the Town. Accordingly, to provide a degree of certainty and predictability of regulatory requirements for the Property, to avoid a duplication of governmental functions by the Town, the County and other governmental agencies having jurisdiction, and to reduce the cost and burden of the Town in adopting, implementing and enforcing separate regulations and requirements for said matters, the Town:

- (1) will endeavor to contract with the County, for a term and upon such terms as the Town and the County may agree, after consultation with the Foundation, for the County to administer, apply and enforce all Applicable Regulatory Requirements, as permitted under Chapter 791 of the Texas Government Code, Section 242.001(c) of the Texas Local Government Code, or other applicable law, and unless a more stringent code is included in the Applicable Regulatory Requirements then enforced by the County or such requirement is waived by the Town, any improvements on the Property shall be constructed to the standards of the International Residential Code and/or the International Building Code, as applicable; and
- (2) will not (i) without having provided the Foundation at least 90 days prior written notice of and the opportunity to provide comments on the matter, terminate any agreement with the County executed pursuant to this Section, (ii) adopt or enforce any additional regulatory requirements applicable to the Property, or to Private or Public Improvements within or serving the Property, unless required by applicable

law, or (iii) impose or enforce any freeze or moratorium on development, construction or growth within the Property.

(b) Notwithstanding the foregoing, with respect to the Town Proximity Property or any portion thereof the Town shall have the following rights:

(1) The Town shall have the right, but not the obligation, to approve plats or plans before such plans are submitted to the County. Owner agrees to provide a copy of preliminary plats or plans to the Town at least 120 days prior to submittal of such plats or plans to the County under Section 2.02, and the Town shall, within 60 days following submission, review or have reviewed on its behalf by the Town Engineer or planning professional, and approve or request modifications and make comments on such plats or plans; and

(2) To ensure that the public infrastructure and roads proposed to serve the Town Proximity Property are adequately sized and meet the Town's design, planning and construction standards, the Town reserves the right, after having provided 120 days prior written notice of and the opportunity to provide comments on the matter, to impose additional Applicable Regulatory Requirements with respect to such public infrastructure and roads, which shall be consistent with those that are imposed for similar purposes within and in close proximity to the corporate limits of the Town.

(c) It is also further acknowledged by Owner, that any portion of the Town Proximity Property that is located within the corporate limits of the Town shall be subject to the same rules, regulations, ordinances, and requirements of the Town to which all other property within the Town's corporate limits is subject.

(d) Further, with respect to the balance of the Property outside of the Town Proximity Property, Owner agrees to generally inform the Town of significant plans and provide a copy of preliminary plats or plans to the Town within the time period set forth in Section 2.01(b) above, and consider any of the Town's comments to the same prior to submission to the County.

Section 2.02 Approved Plats and Plans. Owner agrees that all final plats, as approved by the County, and all final plans and specifications for Public and Private Improvements, as approved by any other State or federal agencies having jurisdiction, will be provided to the Town together with a certificate from the Owner's Engineer certifying to the Town that each such final plat or plans meet the Applicable Regulatory Requirements.

Section 2.03 Traffic Study. Owner and the Town will cooperate in jointly studying traffic patterns and proposed road and street alignments to facilitate the flow of traffic within the Property and minimize the impact of such traffic patterns to the Town and its residents.

ARTICLE III SPECIAL DISTRICTS

Section 3.01 Consent to Special Districts. (a) The Parties agree that the creation and operation of one or more Special Districts within the Property are essential to provide for the

planning, financing, construction, operation and maintenance of Public Improvements without imposing an undue burden on the Town and its residents and taxpayers. Prior to the creation upon, the inclusion or exclusion of all or a portion of the Property within any Special District, Owner shall provide notice of its intent to create, include or exclude land upon or in a Special District through the filing of a petition with the Town for its formal consent to such creation, inclusion or exclusion in accordance with applicable law, including but not limited to §54.016, Texas Water Code and/or §42.042, Texas Local Government Code, to the extent applicable. Upon receipt of one or more petitions, the contents of which meet the requirements of applicable law, requesting the Town's consent to (i) the creation of or the inclusion or exclusion of all or any part of the Property within or from the boundaries and taxing jurisdiction of one or more Special Districts to serve all or part of the Property, and/or (ii) the consolidation of one or more or such Special Districts, and/or (iii) the division of any Special District so created into one or more other Special Districts, the Town agrees to promptly consider such petition or petitions and, unless determined by the Town to be contrary to the public interest and the objectives of the Parties, as set forth and acknowledged in this Agreement, to act favorably upon such petitions. The Parties agree and acknowledge that the City's consideration of each Special District will be done on a case by case basis and such consent may be, to the extent not limited or prohibited by law, conditioned upon certain standards that may be agreed upon by the Parties. All reasonable costs and expenses of the Town in providing its consent to one or more Special Districts shall be paid by the Owner or Special District requesting same.

(b) The Town agrees that it will not adopt conditions or restrictions upon the creation or operation of Special Districts in its ETJ without having provided the Foundation with prior written notice and a reasonable opportunity to provide comments on the matter, which notice and comment period shall be no less than 60 days.

Section 3.02 Responsibility for Public Improvements. In an effort to provide for reliable public infrastructure to serve the Property without putting additional burden on the current and future residents of the Town, the Parties agree that the Town shall have no obligation to provide, and Owner and/or any Special District shall be solely responsible for providing, Public Improvements to adequately serve any development within the Property.

Section 3.03 Assistance to the Town. If requested by the Town, and to the extent it is economically and practically feasible, Owner or any Special District shall endeavor to have the Public Improvements provide services to the Town, upon terms and conditions as such parties may agree, including, to the extent the Town may hereafter become subject to groundwater reduction requirements of the Fort Bend County Subsidence District, or its successor, the inclusion of the Town within the scope of an approved groundwater reduction plan for the Property.

Section 3.04 Sales and Use Tax Revenue. The Town has indicated its desire to benefit from the sales and use tax that may be generated from the commercial business which may be located within the Property. Owner agrees that it will exert all reasonable efforts to have the board of directors of any Special Districts created upon the Property, within which there is proposed to be commercial development, consider and favorably approve an SPA or other legally authorized agreement whereby the Town may annex the property within such Special District for limited purposes and impose a sale and use tax upon such commercial areas with a Special District and share the proceeds of the same with such Special District, in such proportions as the parties may agree. Likewise, the Town agrees to in good faith favorably consider an SPA with such Special Districts. The Parties acknowledge that a fair and equitable sharing ratio of the sales and use tax under any SPA would be an equal split between the City and the applicable Special District unless the facts and

circumstances, such as the public infrastructure costs for the development of a particular area or the additional impact on the Town infrastructure and services lead the Parties to negotiate a different ratio, provided, however; in no instance is the sharing ratio expected to be less than a 60/40 split, with the greater ratio being granted to the Party with the greater cost or impact.

ARTICLE IV PRESERVATION OF ETJ STATUS AND ANNEXATION OF THE PROPERTY

Section 4.01 ETJ Status and Annexation. During the term of this Agreement, unless otherwise governed by the terms of a SPA between the Town and a Special District, the Town shall not (i) exclude, attempt to exclude or otherwise release any portion of the Property from its ETJ, or (ii) annex, attempt to annex or include within a plan of annexation all or any portion of the Property which is not included within the boundaries of a Special District, or (iii) annex, attempt to annex or include within a plan of annexation any portion of the Property located within the boundaries of a Special District unless and until the water, wastewater, roads, parks and recreational and drainage facilities have been completed to serve at least 90% of the acreage within such Special District and the Owner shall have been fully compensated by such Special District, in accordance with TCEQ rules, for all the eligible costs and expenses related to such water, wastewater, roads, parks and recreational, levee and drainage facilities serving such Special District, all as certified in writing by the Owner to the Town. Upon satisfaction of these conditions to annexation as to any Special District, the Town may, but is not required to, annex all, but not less than all of the Property within that Special District. This Section shall survive expiration or termination of this Agreement. The provisions of this Section may be incorporated into any SPA with a Special District.

Section 4.02 Mutual Support. Except as annexation of all or any portion of the Property may be limited herein, and subject to the provisions hereof, each of the Parties agree to support and cooperate with the other in the orderly annexation of the Property by the Town.

Section 4.03 Land Uses. In the event of annexation by the Town of any portion of the Property located within a Special District, the Town agrees that all developed land uses in existence on the date of such annexation shall be deemed vested rights of the Owners of such portions of the Property and that any remaining undeveloped portions of the Property so annexed may be developed and used in a manner and for purposes consistent with surrounding development and land uses within such Special District. This Section shall survive expiration or termination of this Agreement. For purposes of this Agreement, "developed" shall include, in addition to existing land uses, proposed land uses that have been shown on development plans the Town has reviewed and approved under Section 2.01(b). The Town specifically does not waive the ability to insist on the imposition of Applicable Regulatory Requirements that are exempt under §245.004, Texas Local Government Code, as amended.

ARTICLE V BREACH, NOTICE AND REMEDIES

Section 5.01 Breach of Agreement. It is the intention of the Parties that any future planning for and land uses of the Property be in accordance with the terms of this Agreement and that each Party comply with its agreements as set forth herein. In the event that one Party believes that the other has, by act or omission, breached this Agreement, the provisions of this Article shall provide the exclusive remedies for such default.

Section 5.02 Notice of Default. If a Party believes the other has failed to comply with a provision of this Agreement, such Party shall notify the other in writing of an alleged failure, which notice shall describe the alleged failure in reasonable detail. The alleged defaulting Party shall, within thirty (30) days after receipt of such notice, or within such longer period of time as may be specified in such notice, either (i) cure such alleged failure or, (ii) in a written response to the Party alleging the default, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and a reasonable time schedule for accomplishing such cure. The alleged defaulting Party shall make available to the other, if requested, any records, documents or other information necessary to make a determination as to whether a failure to comply with this Agreement has in fact, occurred and is material or excusable and whether such failure has been cured or will likely be cured by the alleged defaulting Owner. In the event that the Party alleging the failure determines that such failure has not occurred, or that such failure either has been or will likely be cured in a manner and in accordance with a reasonable time schedule, or that such failure is not material or is excusable, such determination shall conclude the matter. However, in the event that the Party alleging the failure determines that a failure has occurred and is material and that such failure is not excusable and has not been or will not likely be cured by the alleged defaulting Party in a manner and in accordance with a reasonable time schedule, then the Party alleging the failure may proceed to mediation under Section 5.03.

Section 5.03 Mediation. In the event the Parties cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Section 5.02, the Parties agree to submit the disputed issue to non-binding mediation in accordance with the provisions of the Texas Civil Practices and Remedies Code, as amended. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or within thirty (30) days after mediation is requested. The Parties participating in the mediation shall share the fees and expenses of the mediator equally, but each Party shall otherwise pay its own attorney and other fees and costs incurred with respect to the mediation.

Section 5.04 Remedies. In the event of a determination by one Party that another has committed a breach of this Agreement that is not resolved in mediation pursuant to Section 5.03, the Party alleging the breach may, subject to the provisions of Section 5.03, file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available at law or in equity, including, but not limited to, mandamus, specific performance and/or an action under the Uniform Declaratory Judgment Act but, specifically excluding termination of this Agreement.

Section 5.05 Liability of Owners. In the event of multiple Owners of the Property in the future, the liability for failure to comply with this Agreement of each Owner shall be severable from every other Owner, and no Owner shall be liable for the failure of any other Owner to comply with the terms of this Agreement, but shall only be liable for its own failure of compliance hereunder. An Owner that is not a developer, within the meaning of Section 49.052(d), Texas Water Code, shall have no liability for compliance as an Owner hereunder, but shall be responsible for compliance with any recorded declaration of restrictive covenants or land use restrictions applicable to such Owner's tract or lot.

ARTICLE VI FUTURE AGREEMENTS

Section 6.01 Acknowledgements. The parties acknowledge and agree that (i) it is premature and not presently possible for the Foundation to forecast in detail the specific land uses and development criteria that may be utilized by a future Owner of all or a portion of the Property, (ii) a development agreement of the type contemplated by Subchapter G, Chapter 212, Texas Local Government Code, may be mutually beneficial in providing for, with greater specificity, those matters described in Section 212.172, Texas Local Government Code, as amended, including, but not limited to, guaranteeing the continuation of the ETJ status of the Property, extending the Town's planning authority and enforcement of municipal land use and other regulations over the Property, and providing for the infrastructure needs to serve the Property, (iii) an SPA as provided for in Section 3.04, may be mutually beneficial in providing for, with greater specificity, limited purpose annexation of all or a portion of the Property and the imposition and sharing of sales and use tax as well as other agreed upon matters as set forth in and authorized under §43.0751, Texas Local Government Code, as amended, and (iv) such a development agreement and/or SPA may provide certainty, consistency and predictability of future land uses and regulatory and planning criteria for future development, minimize the regulatory and planning oversight time, effort and costs to the Town and an Owner, and expedite high quality and desirable development of the Property and provide for the imposition and sharing of the sale and use tax revenue and the terms upon which annexation, either limited purpose or full purpose, of all or any portion of the Property may occur.

Section 6.02 Future Development Agreements and Other Agreements. From time to time, as and when portions of the Property are sold by the Foundation, the Foundation shall provide the written notice described in Section 7.05 of this Agreement. Thereafter, when such portions are sold in increments of more than two hundred (200) acres, the Town and such Owner(s) shall promptly undertake and use their respective best efforts to negotiate and conclude one or more development agreements, including but not limited to SPAs as appropriate, relating to such sold portion(s) of the Property, meeting the requirements and addressing the subject matter of Subchapter G, Chapter 212, Texas Local Government Code, and 43.0751, Texas Local Government Code, each as amended, or any similar laws, and containing such other terms and conditions as the parties may deem appropriate. The Foundation agrees to assist and participate in such negotiations and to encourage future Owners to do so.

Section 6.03 Effect of Agreements. Any such future development agreement(s) shall be deemed to be for the purpose of supplementing and implementing this Agreement, and in case of any conflict or inconsistency between this Agreement and any such future development agreement(s), such future development agreement(s) shall prevail and be controlling with respect to the portion(s) of the Property covered by such agreement(s), but not otherwise.

ARTICLE VII BENEFICIARIES, TERM, TERMINATION, AMENDMENT AND ASSIGNMENT

Section 7.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. In addition to the Parties, Owners and their respective successors or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and, except as otherwise provided herein, shall be binding on all future Owners of any portion of the Property. This Agreement, and any amendments thereto shall, pursuant to the requirements of Section 212.172(c)(4)

of the Texas Local Government Code, and at no cost to the Town, be recorded in the County Clerk Official Records of Fort Bend County, Texas.

Section 7.02 Term. This Agreement shall bind the Parties and continue until a date that is fifteen (15) years from the Effective Date ("Initial Term"). At any time during the last five (5) years of the Initial Term (and the first Extended Term), this Agreement may be extended for two (2) successive terms of fifteen (15) years each (each an "Extended Term") from the expiration of the preceding Initial Term (or the first Extended Term), at the Foundation's and/or any Owner's request and with the Town Council's approval, which shall not be unreasonably withheld, conditioned or delayed, as permitted by Section 212.172(d), Texas Local Government Code, as amended.

Section 7.03 Termination. After the Initial Term, or if extended as permitted herein, after any Extension Term, this Agreement will be of no further force and effect, except with respect to specific provisions which expressly survive termination of this Agreement as set forth herein and except that termination of this Agreement will not affect any right or obligation arising from any consents or approvals previously granted.

Section 7.04 Amendment. This Agreement may only be amended by written instrument duly authorized, executed and delivered by the parties hereto.

Section 7.05 Assignment or Sale. (a) If the Foundation proposes to sell or otherwise transfer a portion of the Property, the Foundation may assign all or a portion of its obligations and rights under this Agreement to the purchaser or grantee and shall provide, upon the expiration of any confidentiality period imposed in such sale documents, prior written notice to the Town of the intended transfer and assignment. If such sale document requires confidentiality for a period longer than 30 days after its execution date the Foundation will, immediately following said 30 day period, provide written notice to the Town of the intended transfer and assignment and the Town agrees, if requested by the Foundation, to maintain such confidentiality under and to the extent permitted by applicable law, including §552.131, Texas Government Code, as amended. Any Person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon the Foundation, its successors and assigns, as provided in Section 7.01 above and this Section. Provided, however, the Foundation's assignee shall not acquire the rights and obligations of the Foundation unless the Foundation expressly states in the deed of conveyance or by separate instrument placed of record that said assignee is to become an Owner for purposes of this Agreement and notice of such designation is sent by the Foundation to the Town. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee.

(b) Any assignment must be in writing, specifically describe the Property or portion thereof in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment (designating the assignee/Owner and its address) must be delivered to the Town and recorded in the real property records as may be required by applicable law. Should the Foundation properly assign a portion of its obligations and rights under this Agreement as they relate to a portion of the Property, the acts or omissions of one Owner which result in that Owner's default shall not be deemed the acts or omissions of any other Owner, and a performing Owner shall not be held liable for the nonperformance of another Owner. In the case of nonperformance by one or more Owners, the Town may pursue all remedies against such nonperforming Owner as set forth in

Attn: Roger Adamson
Facsimile: (281) 341-7635

With Copy to: Lytle & Moore, LLP
2116 Thompsons Highway, Suite 116
Richmond, Texas 77469
Attn: Jack H. Moore
Facsimile: (281) 232-4882

Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attn: Howard M. Cohen
Facsimile: (713) 623-6143

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. An or Owner may change its address in the same manner by written notice to all of the Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 8.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Party hereto that the remainder of this Agreement shall not be affected.

Section 8.04 Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

Section 8.06 Attorneys' Fees. Except as otherwise provided in Section 5.03 of this Agreement, and to the extent allowed by law as it exists on the date of this Agreement, the prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys' fees, expenses and court costs in connection with any original action, any appeals, and any post judgment proceedings to collect or enforce a judgment.

Section 8.07 Authority for Execution. The Town hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the general laws of Texas applicable to the Town and any applicable Town ordinances. The Foundation hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its trust or other agreements or regulations governing the Foundation.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first set forth herein.

TOWN OF THOMPSONS, TEXAS

By: *Freddie Newsome, Jr.*
FREDDIE NEWSOME, JR., Mayor

ATTEST:

By: *Mary Ann Manna*
MARY ANN MANNA,
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 17th day of March 2016, by
FREDDIE NEWSOME, JR., Mayor of Town of Thompsons, Texas.

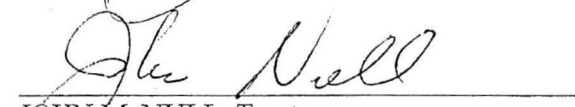


MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018

Mary Ann Manna
Notary Public in and For the State of
TEXAS

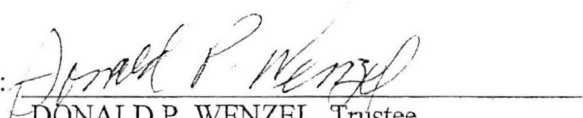
THE GEORGE FOUNDATION, a Texas Charitable Trust

By: 
WILLIAM O. JAMESON, Trustee

By: 
JOHN M. NULL, Trustee

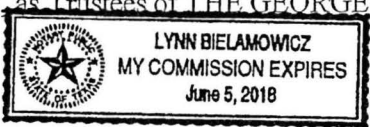
By: 
THOMAS C. MCNUTT, Trustee

By: 
CHARLES P. McDONALD, Trustee

By: 
DONALD P. WENZEL, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 12th day of March, 2016, by William O. Jameson, John M. Null, Thomas C. McNutt, Charles P. McDonald, and Donald P. Wenzel as Trustees of THE GEORGE FOUNDATION, a Texas Charitable Trust.



(NOTARY SEAL)

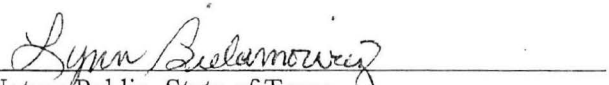

Notary Public, State of Texas

EXHIBIT A

Revised
Topic

Foundation Property Overview

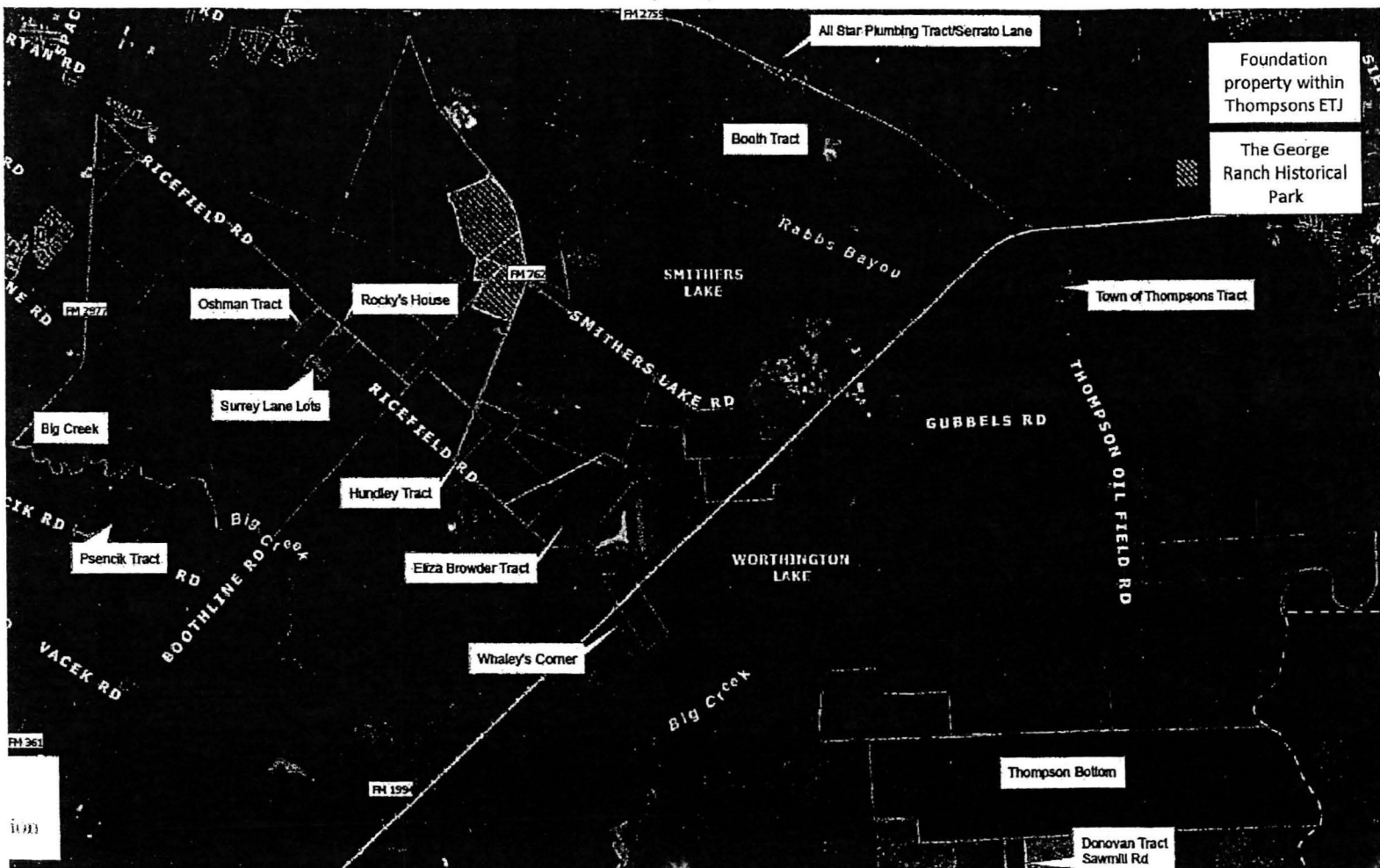


EXHIBIT B

"Tract 1" 14,005.8 acres

"Tract 2" 5,996.33 acres

"Tract 3" 85.885 acres

"Tract 5" 172.58 acres

"Tract 6" 148.8 acres

4.775 acres

442.330 acres

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 30, 2007

TRACT 1.

A Field Note Description of 14200.8 Acres of Land, more or less, being in the Henry Jones League, Abstract 39; Wiley Martin Survey, Abstract 56; John Jones Survey, Abstract 41; Barnabas Wickson Survey, Abstract 95; Michael Young League, Abstract 99; H.A. Alsbury Survey, Abstract 102; William Bryne Survey Abstract 112; B.B.B. & C. Railroad Company Survey #3, Abstract 128; B.B.B. & C. Railroad Company Survey #5, Abstract 129; Beaty, Seale & Forwood Survey, Abstract 147; Joseph Highland Survey, Abstract 204; A.D. Kelker Survey, Abstract 273; John W. McCamley Survey, Abstract 289; Peter Teal Survey, Abstract 337; Henry Wilcox Survey, Abstract 342; Samuel Young League, Abstract 348; M.M. Ryon Survey, Abstract 368; M.M. Ryon Survey, Abstract 380; J.J. Dickerson Survey, Abstract 401 and A.P. George Survey No. 5, Abstract 754 partially in the Town of Thompsons and within the Town of Thompsons Extra-Territorial Jurisdiction, SAVE & EXCEPT 195 ACRES OF LAND, leaving a net of 14,005.8 Acres of Land, more or less, in Fort Bend County, Texas.

For Connection Begin at the Southwest corner of the Abner Kuykendall League, Abstract 48; said corner being a re-entrant corner of the Wiley Martin Survey, Abstract 56; THENCE, South 65deg. East, 3471.14 feet, more or less, along the Southwest line of the Abner Kuykendall League, Abstract 48 and Northeast line of the Wiley Martin Survey, Abstract 56, to the East corner of the Lamar Consolidated Independent School District 139.414 Acre Tract (FBC 2006134323) and place of beginning for this tract;

THENCE, South 65deg. East, along the Southwest line of said Abner Kuykendall League, Abstract 48 and the Northeast line of the Wiley Martin Survey, Abstract 56, 7828.86 feet, more or less, to the South corner of said Abner Kuykendall League, Abstract 48;

THENCE, North 25deg. East, 33.33 feet, more or less, to the West corner of the Henry Jones League, Abstract 39 and a corner of the John Jones Survey, Abstract 41;

THENCE, North 25deg. East, 2384.0 feet, more or less, along the Southeast line of the Abner Kuykendall League, Abstract 48 and Northwest line of the Henry Jones League, Abstract 39 to the West corner of the Tom R. Booth Estate 189.3 Acre Tract;

THENCE, South 65deg. East, 3338.0 feet, more or less, to the South corner of said Tom R. Booth Estate 189.3 Acre Tract for corner;

Georgel4000_G4 (2)

Page 2.

14005.8+/- Acres

The George Foundation

NFBWA

THENCE, North 25deg.41' East, 1270.0 feet, more or less, to angle point;

THENCE, North 25deg.29' East, 1433.3 feet, more or less, to the East corner of said Booth Estate Tract and the Southwest corner of the original Mary D. Booth Myers 25.59 Acre Tract (Volume 431, Page 519; Deed Records);

THENCE, South 64deg.51' East, 412.0 feet, more or less, to the South corner of the Mary D. Booth Myers 25.59 Acre Tract;

THENCE, North 25deg. East, 2691.0 feet, more or less, to the Easterly North corner of this tract;

THENCE, Southeasterly along the Southwest right-of-way line of the G.C. & S.F. Railroad approximately South 60deg. East, 900.0 feet, more or less, to the Northwest corner of the Frank Simpson Estate call 51.0 Acre Tract;

THENCE, South 22deg.30' West, 738.0 feet, more or less, to the West corner of the Frank Simpson 23.5 Acre Tract;

THENCE, South 20deg. West, 210.0 feet, more or less, to the West corner of the Frank Simpson 27.5 Acre Tract;

THENCE, South 65deg. East, 2730.0 feet, more or less, to the Southeast corner of said Frank Simpson Tract;

THENCE, North 17deg.30' West, 363.0 feet, more or less, to corner;

THENCE, North 13deg.45' West, 316.8 feet, more or less, to corner;

THENCE, North 01deg. East, 360.0 feet, more or less, to the Northeast corner of the Frank Simpson 27.5 Acre Tract for corner;

THENCE, Southeasterly along the Southwest right-of-way of the G.C. & S.F. Railroad, approximately South 60deg. East, 1600.0 feet, more or less, to the Northeast corner of this tract;

Page 3.

George14000_G4 (2)

14005.8+/- Acres
The George Foundation
NFBWA

THENCE, South 14deg. West, 7569.0 feet, more or less, along the West line of the Houston Lighting & Power Company 46.083 Acre Tract to a point for corner;

THENCE, North 65deg. West, 9561.33 feet, more or less, along the Southwest line of the Henry Jones League, Abstract 39 and the Northeast line of the Edward Jeffery Survey, Abstract 38, Lancelot Smither Survey, Abstract 87 and John Jones Survey, Abstract 41 to corner;

THENCE, Along the Southerly line of a Private Road along a curve to the right with a radius=450.0 feet, length of 175.14 feet to corner;

THENCE, North 76deg.19'20" West, with the Southerly line of said Private Road, 258.78 feet, more or less, to corner;

THENCE, In Southwesterly direction along Southeasterly line of said Private Road along a curve to the left with a radius of 600.0 feet, a length of 362.65 feet to corner;

THENCE, South 69deg.01'33" West, 171.36, more or less, to the Northeast corner of the George Foundation call 216.63 Acre Tract (FBC 9608474);

THENCE, South 30deg.55'07" East, 547.43 feet, more or less, to the meander line of Smithers Lake, House Bayou and Dry Creek;

THENCE, in a southerly direction along the meander line of Smithers Lake, House Bayou and Dry Creek, with the following courses and distances;

South 09deg.10'43" West, 167.57 feet to a point;
South 27deg.27'08" West, 339.96 feet to a point;
South 02deg.21'29" East, 130.76 feet to a point;
South 21deg.18'06" West, 873.58 feet to a point;
South 12deg.37' West, 261.99 feet to a point;
South 17deg.29'59" West, 256.67 feet to a point;
South 46deg.40'01" West, 198.49 feet to a point;
North 30deg.53'55" West, 396.49 feet to a point;
North 71deg.18'30" West, 382.73 feet to a point;
South 57deg.36'01" West, 516.92 feet to a point;
South 73deg.53'15" East, 322.03 feet to a point;

14005.8+/- Acres
The George Foundation
NFBWA

South 28deg.16'57" East, 313.44 feet to a point;
South 16deg.00'44" West, 315.98 feet to a point;
South 39deg.23' East, 155.60 feet to a point;
South 26deg.44'41" East, 228.03 feet to a point;
South 01deg.05'44" East, 265.70 feet to a point;
South 02deg.02'39" West, 301.38 feet to a point;
South 01deg.45'34" East, 301.33 feet to a point;
North 87deg.47'26" West, 307.47 feet to a point;
South 41deg.10'32" West, 250.51 feet to a point;
South 17deg.28'34" West, 186.58 feet to a point;
North 88deg.04'59" West, 288.60 feet to a point;
South 52deg.22'07" West, 150.19 feet to a point;
South 38deg.04'17" East, 237.43 feet to a point;
South 14deg.59'33" West, 104.53 feet to a point;
South 59deg.09'56" West, 180.95 feet to a point;
North 75deg.02'56" West, 171.95 feet to a point;
South 72deg.01'29" West, 320.80 feet to a point;
North 28deg.38'07" West, 341.18 feet to a point;
North 14deg.04'19" West, 621.20 feet to a point;
South 67deg.38'15" West, 163.11 feet to a point;
South 11deg.30'16" West, 742.59 feet to a point;
South 73deg.57'43" West, 449.36 feet to a point;
North 42deg.53'48" West, 274.29 feet to a point;
North 61deg.21'34" West, 159.52 feet to the Southwest corner of said 216.63 Acre

Tract in the West line of the Houston Lighting & Power Company 1376.467 Acre Tract
(Volume 350, Page 508; Deed Records);

THENCE, South 10deg.51'20" East, 3468.45 feet, more or less, to corner;

THENCE, South 53deg.49'30" East, along Northerly line of Smithers Lake Road, 7692.29 feet, more or less, to corner; said corner being a corner of the Houston Lighting & Power Company Tract;

THENCE, South 22deg.14'50" West, 67.22 feet, more or less, crossing Smithers Lake Road to a point for corner;

Page 5.

George14000_G4 (2)

14005.8+/- Acres
The George Foundation
NFBWA

THENCE, South 53deg.49'06" East, 1175.31 feet, more or less, to corner;

THENCE, North 87deg.27'59" East, 2704.42 feet, more or less, to corner;

THENCE, South 33deg.29'47" East, 1583.66 feet, more or less, to corner;

THENCE, South 01deg.28'27" East, 260.0 feet, more or less, to corner;

THENCE, North 88deg.31'33" East, 1341.13 feet, more or less, to corner;

THENCE North 46deg.46'15" East, 484.26 feet, more or less, to corner;

THENCE, North 44deg.15'49" East, 577.63 feet, more or less, to corner;

THENCE, North 87deg.21' East, 554.3 feet, more or less, to the Northeast corner of the original A.P. George call 20 Acre Tract (Volume 104, Page 627; Deed Records);

THENCE, South 02deg.40'10" East, 811.94 feet, more or less, along the West line of Rabbs Prairie Road to corner;

THENCE, South 87deg.21' West, 1073.46 feet, more or less, along the South line of the Samuel Young League, Abstract 348 and the North line of the Joseph Highland Survey, Abstract 204 to corner;

THENCE, South 0deg.05'08" East, 2508.66 feet, more or less, to the center of Rabbs Prairie Road for corner;

THENCE, Westerly, 1184.0 feet, more or less, along the centerline of said Rabbs Prairie Road to the Northwest corner of the John W. Wade Survey, Abstract 343 and a re-entrant corner of the Joseph Highland Survey, Abstract 204;

THENCE, South 00deg.05'30" East, 827.78 feet, more or less, along the center of said road to the Northeast corner of the Nathan Peck Survey, Abstract 303 and Southerly Southeast corner of said Highland Survey;

14005.8+/- Acres
The George Foundation
NFBWA

THENCE, West, at 2134.35 feet pass the West right-of-way line of Rabbs Prairie Road, in all 3750.0 feet, more or less, along the North line of the Nathan Peck Survey, Abstract 303 to the Southwest corner of said Joseph Highland Survey;

THENCE, Northerly, 1600.0 feet, more or less, to the Northeast corner of the Nathan Peck Survey, Abstract 304 and re-entrant corner of said Joseph Highland Survey, Abstract 204;

THENCE, Westerly, 200.0 feet, more or less, to corner;

THENCE, North, 859.8 feet, more or less, to corner in the North line of said Joseph Highland Survey, Abstract 204 and the South line of the H.A. Alsbury Survey, Abstract 102;

THENCE, Westerly, 700.0 feet, more or less, along the South line of said H.A. Alsbury Survey, Abstract 102 and North line of the Joseph Highland Survey, Abstract 204 to the Southeast corner of the Ernest M. Clark, Jr. Trustee 133.38 Acre Tract;

THENCE, Northerly, 1744.0 feet, more or less, to the Northeast corner of the Ernest M. Clark, Jr. Trustee 133.38 Acre Tract;

THENCE, North 85deg. West, 2657.0 feet, more or less to the Northwest corner of said Clark 133.38 Acre Tract and in the Northwest line of the H.A. Alsbury Survey, Abstract 102 and the Southeast line of the A.D. Kelker Survey, Abstract 273;

THENCE, South 25deg. West, 2173.0 feet, more or less, to the South corner of said A.D. Kelker Survey, Abstract 273;

THENCE, North 65deg.02'29" West, 1135.92 feet, more or less, to the East corner of the George Foundation (Hundley) 439.1265 Acre Tract;

THENCE, South 64deg.51'55" West, 6189.42 feet, more or less, to the South corner of said 439.1265 Acre Tract;

THENCE, North 45deg.00'47" West, 88.28 feet, more or less, along the Northeast right-of-way line of State Farm Market Road No. 762 (80 feet wide) for angle point;

Page 7.

14005.8+/- Acres

The George Foundation

NFBWA

THENCE, North 45deg,03'42" West, 3259.42 feet, more or less, along the Northeast right-of-way line of said State Farm Market Road No. 762 to the West corner of said 439.1265 Acre Tract;

THENCE, South 45deg. West, 40.0 feet to corner on centerline of said State Farm Market Road No. 762;

THENCE, North 45deg. West, 4900.0 feet, more or less, along the Southwest line of the M.M. Ryon Survey, Abstract 380 and Northeast line of the W.T. Austin League, Abstract 5 to the North corner of the W.T. Austin League, Abstract 5;

THENCE, South 45deg. West, 10,139.6 feet, more or less, along the Northwest line of the W.T. Austin League, Abstract 5 and Southeast line of the Michael Young League, Abstract 99 to the South corner of this tract on the centerline of Big Creek;

THENCE, Northwesterly, along the meanders of the centerline of Big Creek 6250.0 feet, more or less, to the East corner of the original George Foundation 309.5 Acre Tract in Lot 30 of the **SUBDIVISION OF THE BARNABUS WICKSON LEAGUE, ABSTRACT 95;**

THENCE, South 45deg. West, 5552.8 feet, more or less, to Fairchilds Psencik Road to the South corner of the George Foundation call 100 Acre Tract;

THENCE, North 64deg.56' West, 3670.8 feet, more or less, along Fairchilds Psencik Road to the West corner of the George Foundation 102 Acre Tract;

THENCE, North 45deg. East, 5130.56 feet, more or less, to the centerline of Big Creek for corner;

THENCE, Northwesterly, along the meanders of the centerline of Big Creek, 10,800.0 feet, more or less, to the West corner of this tract;

Page 8.

14005.8+/- Acres

The George Foundation

NFBWA

THENCE, Northerly, along the East right-of-way line of State Farm Market Road No. 2977 (Minonite Road) (Volume 392, Page 259; Deed Records and Volume 522, Page 51; Deed Records), with the following courses and distances:

North 39deg.18'50" East, 600.9 feet, more or less, to an angle point;

North 42deg.10'01" East, 4961.3 feet, more or less, to the point of curve to the left;

Along curve to the left with Radius=1196.28 feet, Delta=38deg.49'20", and Length=810.57 feet to the point of tangency;

North 03deg.16'34" East, 6849.28 feet, more or less, to point of curve to the right;

Along curve to the right with Radius=5679.65 feet, Delta=01deg.30', and Length=151.31 feet to point of tangency;

North 01deg.46'34" East, 40.99 feet, more or less, to point of curve to the left;

Along curve to the left with Radius=5779.65 feet, Delta=01deg.30' and Length=151.31 feet to point of tangency;

North 03deg.16'34" East, at 3015.0 feet, more or less, pass the Southwest corner of the City of Rosenberg 216.031 Acre Annexation, at 3265.0 feet, more or less, pass the centerline of Dry Creek, in all 6089.79 feet, more or less to the Northwest corner of this tract; said corner being at the intersection of the East line of State Farm Market Road No. 2977 and the Northeast line of the B.B.B. & C. Railroad Company Survey No. 5, Abstract 129;

THENCE, South 45deg. East, 8611.94 feet, more or less, along the Northeast line of the B.B.B. & C. Railroad Company Survey No. 3, Abstract 128 and B.B.B. & C. Railroad Company Survey No. 5, Abstract 129 to a point for corner in the Northwest line of the Michael Young League, Abstract 99;

Page 9.

14005.8+/- Acres

The George Foundation

NFBWA

THENCE, North 45deg. East, 2193.0 feet, more or less, along the Northwest line of the Michael Young League, Abstract 99 and the Northwest line of the Henry Wilcox Survey, Abstract 342 and the Southeast line of the E.P. Everitt Survey, Abstract 387 to the North corner of said Henry Wilcox Survey, Abstract 342;

THENCE, South 64deg.36' East, 5695.7 feet, more or less, along the Northeast line of the Henry Wilcox Survey, Abstract 342 and relocated Southwest line of the Wiley Martin Survey, Abstract 56 to corner;

THENCE, North 24deg.34' East, 11,523.5 feet, more or less, along the Northwest line of Berdett Road to the North corner of the George Foundation Tract and West corner of the State of Texas call 23.011 Acre Tract (Volume 348, Page 611; Deed Records);

THENCE, South 19deg.07' East, 1325.0 feet, more or less, along the Southwest right-of-way line of State Farm Market Road No. 762 to an angle point;

THENCE, South 18deg.59' East, 2711.9 feet, more or less, along the Southwest right-of-way line of State Farm Market Road No. 762 to point of curve to the left;

THENCE, Along a curve to the left marking the Southwest right-of-way line of State Farm Market Road No. 762 with Radius=1380.0 feet, Delta=17deg.48' and Length=428.72 feet to point of tangency;

THENCE, South 36deg. 47' East, 1895.74 feet, more or less, along the Southwest right-of-way line of State Farm Market Road No. 762 to point for corner;

THENCE, North 57deg.47'39" East, at 80.26 feet, more or less, pass the South corner of the Lamar Consolidated Independent School District 139.414 Acre Tract (FBC 2006134323), in all 930.29 feet, more or less, to an angle point;

THENCE, North 58deg.13'58" East, 2081.02 feet, more or less, to the East corner of said Lamar Consolidated Independent School District 139.414 Acre Tract in the Southwest line of the Abner Kuykendall League, Abstract 48 and Northeast line of the Wiley Martin Survey, Abstract 56 to the place of beginning and containing 14,200.8 Acres of Land, more or less, SAVE & EXCEPT THE FOLLOWING DESCRIBED 195 ACRE TRACT, leaving 14,005.8+/- Acres of Land.

Page 10.

George14000_G4 (2)

14005.8+/- Acres
The George Foundation
NFBWA

A Field Note Description of 195.0 Acres of Land, more or less, in the Michael Young League, Abstract 99, Fort Bend County, Texas.

For Connection Begin at the East corner of the Michael Young League, Abstract 99; said corner being in the intersection of the centerline of Ricefield Road and Gless-Big Creek Road; THENCE, North 45deg. West, 3720.5 feet to the East corner of and **place of beginning** for this tract;

THENCE, South 45deg. West, 3022.0 feet, more or less, to the South corner of this tract;

THENCE, North 45deg. West, 2883.0 feet, more or less, to the West corner of the George Foundation 100.005 Acre Tract (FBC 2003046352);

THENCE, North 45deg. East, 3022.0 feet, more or less, to the North corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. East, 1441.5 feet to the East corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. West, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 358.0 feet, more or less, to corner;

THENCE, North 45deg. East, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 1083.5 feet, more or less, to the place of beginning and containing 195 Acres of Land.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE; Not a field survey, prepared from available information.

HENRY STEINKAMP, INC.
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Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 31, 2007

TRACT 2.

A Field Note Description of 5996.33+/- Acres of Land, being 1790+/- Acres and 531.33+/- Acres of Land in the Robert Peebles League, Abstract 67; 2984.858+/- Acres and 71.142 Acres of Land in the Joseph H. Polley League, Abstract 70 and 619+/- Acres of Land in the John Rabb League, Abstract 73; Fort Bend County, Texas.

Beginning at the Southwest corner of said Robert Peebles League, Abstract 67; said corner marking the Southwest corner of said 531.33+/- Acre Tract (Volume 81, Page 248; Deed Records);

THENCE, North, 4016.0 feet, more or less, to the Northwest corner of this tract;

THENCE, South 89deg.47' East, 3400.0 feet, more or less to a point for corner;

THENCE, South, 1588.0 feet, more or less, to a point for corner;

THENCE, South 89deg.47' East, 3941.50 feet, more or less, to a point for corner;

THENCE, South 00deg.30' West, 2374.0 feet, more or less, to a point in the South line of said Robert Peebles League, Abstract 67 marking the Southwest corner of the Mary D. Myers call 265.68 Acre Tract;

THENCE, Easterly, 9005.0 feet, more or less, along the South line of said Robert Peebles League, Abstract 67 and the North line of the Joseph H. Polley League, Abstract 70 to the Southeast corner of the call T.R. & J.K. Wolters 1000 Acre Tract and a re-entrant corner of this tract;

THENCE, North 00deg.14' West, 8061.0 feet, more or less, to the Northeast corner of said 1000 Acre Tract;

THENCE, North 89deg.46' East, 1116.89 feet, more or less, to a point on Thompsons Oilfield Road for re-entrant corner of this tract;

Page 2.
5996.33+/- Acres
The George Foundation
NFBWA

THENCE, North 00deg.10' West, 2071.44 feet, more or less, to a point marking the Northwest corner of said 619 Acre Tract;

THENCE, North 89deg.56'38" East, 13833.3 feet, more or less, to a point marking the Northeast corner of this tract;

THENCE, Southerly along the Meanders of the Westerly Bank of the Brazos River, approximately 25703.0 feet, more or less, to the Southeast corner of this tract;

THENCE, Westerly, 16535.1 feet, more or less, to the Northeast corner of said 71.142 Acre Tract;

THENCE, South 00deg.05'10" East, 2777.0 feet, more or less, to the Southeast corner of said 71.142 Acre Tract;

THENCE, West, 1116.0 feet, more or less, along the centerline of Sawmill Road to the Southwest corner of said 71.142 Acre Tract;

THENCE, North 00deg.07'34" West, 2771.86 feet, more or less, to the Northwest corner of said 71.142 Acre Tract;

THENCE, Westerly, 4747.06 feet, more or less, to the Southeast corner of the Donovan Farms call 78.142 Acre Tract (Volume 1615, Page 370; Deed Records) and Southerly Southwest corner of this tract;

THENCE, North 00deg.17'45" West, 1380.1 feet, more or less, to the Northeast corner of said Donovan Farms 78.142 Acre Tract and re-entrant corner of this tract;

THENCE, South 89deg.43'10" West, 2486.4 feet, more or less, to the Northwest corner of said Donoyan Farms 78.142 Acre Tract;

THENCE, Northerly, 4460.68 feet, more or less, to a point marking the Northwest corner of the call George Foundation 3090 Acre Tract for a re-entrant corner of this tract;

Page 3.
5996.33+/- Acres
The George Foundation
NFBWA

THENCE, Westerly, 2636.0 feet, more or less, to the place of beginning and containing
5996.33+/- Acres of Land.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE; Not a field survey, prepared from available information

HENRY STEINKAMP, INC.
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Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 30, 2007

TRACT 3.

A Field Note Description of 85.885 Acres of Land, being the remainder of the original A.P. George call 103.6 Acre Tract (Volume 138, Page 480; Deed Records), in the Horatio Chriesman League, Ab. 18, Fort Bend County, Texas.

For Connection Beginning at a 1-3/4 inch iron pipe found in the West right-of-way line of Thompsons Oilfield Road (106.6 feet wide at this corner) marking the Southeast corner of the Dr. Delmar Caldwell 97.489 Acre Tract and the Northeast corner of the A.P. George call 103.6 Acre Tract; THENCE, South 00deg.26'52" West, 291.58 feet along the West right-of-way line of Thompsons Oilfield Road to a capped 5/8 inch iron rod stamped "1535-4035" marking the Southeast corner of the Town of Thompsons 5.000 Acre Tract (FBC 2004084224) and the Easterly Northeast corner of and place of beginning for this tract;

THENCE, South 00deg.26'52" West, 370.22 feet along the West right-of-way line of Thompsons Oilfield Road to a capped 5/8 inch iron rod stamped "1535-4035" for angle point;

THENCE, South 01deg.03'57" West, 687.19 feet continuing along said West right-of-way line of Thompsons Oilfield Road to a 3/4 inch iron rod with aluminum cap found marking the North corner of a Houston Lighting & Power Company 1.685 Acre Tract (FBC 9608476);

THENCE, South 41deg.40'33" West, 536.71 feet, more or less, to a 3/4 inch iron rod with aluminum cap found marking the Southwest corner of said 1.685 Acre Tract and the Southeast corner of this tract;

THENCE, North 86deg.51'43" West, 1604.83 feet to a 1/2 inch iron pipe marking the Southeast corner of the Town of Thompsons 10.000 Acre Tract (Volume 1988, Page 401; Official Records);

THENCE, North 00deg.10'50" East, 778.90 feet to a 1/2 inch iron pipe marking the Northeast corner of the Town of Thompsons 10.000 Acre Tract;

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Page 2.

85.885 Acres

Horatio Chriesman League, Ab. 18

Fort Bend County, Texas

THENCE, North 86deg.51'43" West, 560.0 feet to a point on the centerline of Jerry Road marking the Northwest corner of the Town of Thompsons 10.000 Acre Tract;

THENCE, North 00deg.10'50" East, 992.35 feet along the centerline of Jerry Road to the Northwest corner of this tract;

THENCE, South 86deg.50' East, at 30.0 feet pass an iron pipe in the East right-of-way line of Jerry Road (60 feet wide), in all 1797.69 feet to a point in Dry Bayou marking the Northwest corner of said Town of Thompsons 5.000 Acre Tract;

THENCE, South 01deg.42'30" West, 126.0 feet along the centerline of Dry Bayou to an angle point;

THENCE, South 10deg.57' West, 166.83 feet along the centerline of Dry Bayou to the Southwest corner of said Town of Thompsons 5.000 Acre Tract;

THENCE, South 86deg.50' East, 770.22 feet to the place of beginning and containing 85.885 Acres of Land.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, based on field surveys by our firm dated December 22, 1981; September 3, 1987 and February 24, 2004.

HENRY STEINKAMP, INC.
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Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 31, 2007

TRACT 5.

To be Annexed into Town of Thompsons E.T.J.

A Field Note Description of 172.58 Acres of Land, more or less, in the Michael Young League, Abstract 99, Fort Bend County, Texas.

For Connection Begin at the East corner of the Michael Young League, Abstract 99; said corner being in the intersection of the centerline of Ricefield Road and Gless-Big Creek Road; THENCE, North 45deg. West, 3720.5 feet to the East corner of and place of beginning for this tract;

THENCE, South 45deg. West, 2265.04 feet, more or less, to the East corner of the Daniel C. Lenderman 1.3 Acre Tract (FBC 2001088287);

THENCE, North 45deg. West, 1381.5 feet, more or less, to the North corner of the Max E. Wade 1.0 Acre Tract (FBC 2005103374);

THENCE, South 45deg. West, 756.96 feet, more or less, to the West corner of the Harrel H. Knight 1.5 Acre Tract (FBC 2003145038);

THENCE, North 45deg. West, 1501.5 feet, more or less, to the West corner of the George Foundation 100.005 Acre Tract (FBC 2003046352);

THENCE, North 45deg. East, 3022.0 feet, more or less, to the North corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. East, 1441.5 feet to the East corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. West, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 358.0 feet, more or less, to corner;

Page 2:

172.58 Acres

Michael Young League, Ab. 99

Fort Bend County, Texas.

THENCE, North 45deg. East, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 1083.5 feet, more or less, to the place of beginning and containing 172.58 Acres of Land, more or less.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE; Not a field survey, prepared from available information

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Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 30, 2007

TRACT 6.

A Field Note Description of the George Foundation call 148.8 Acre Tract, more or less, (Volume 106, Page.538; Deed Records) in the Wm. J. Russell Survey, Abstract 308, Fort Bend County, Texas.

Begin at the West corner of said Wm. J. Russell Survey, Abstract 308 in the Northeast line of the Charles D. Sayre League, Abstract 82 and marks the Southerly Southwest corner of the Silas Jones Survey, Abstract 272;

THENCE, East, 1693.0 feet to the Northeast corner of this tract;

THENCE, South 30deg. East, 4000.0 feet to a point marking the East corner of this tract;

THENCE, South 60deg. West, 1466.0 feet to a point marking the South corner of this tract;

THENCE, North 30deg. West, 4846.0 feet to the place of beginning and containing 148.8 Acres of Land, more or less.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, prepared from Deed Call information.

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FEB 04 2013

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
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email: schodek@yahoo.com

THE GEORGE FOUNDATION

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

November 21, 2012

A Field Note Description of 442.330 Acres of Land, being the Eliza Hundley Browder Tract (FBC 95220837), and being approximately 350.245 Acres, more or less, in the Beaty, Seale & Forwood Survey, Abstract No. 147; approximately 73.878 Acres, more or less, in the John W. McCamley Survey, Abstract 289 and approximately 16.064 Acres and 2.143 Acres, more or less, in the A.P. George Survey, Abstract No. 754; Fort Bend County, Texas.

For Connection Begin at a point on the centerline of State Farm Market Road No. 762 (80 feet wide) marking the South corner of The George Foundation 439.1265 Acre Tract of Land (Volume 2677, Page 1977; Official Records of Fort Bend County, Texas); said corner marking the West corner of and **place of beginning** for this tract;

THENCE, North 64deg.51'55" East (Base Bearing), along the Southeast line of said George Foundation 439.1265 Acre Tract, at 42.70 feet pass a 3/4 inch iron pipe found in the Northeast right-of-way line of said State Farm Market Road No. 762, in all 6231.95 feet to a 3/4 inch iron pipe found marking the North corner of this tract;

THENCE, South 65deg.01'48" East, 1135.53 feet to a 1/2 inch iron pipe found for angle point; said corner marking the most Northerly West corner of the **BRAZOS LAKES SUBDIVISION** (Slides Nos. 1780B, 1781A&B, 1782 A&B, 1783A&B, and 1783A; Plat Records of Fort Bend County, Texas);

THENCE, South 64deg.40'15" East, Continuing along a South line of **BRAZOS LAKES SUBDIVISION**, 167.35 feet to a 5/8 inch capped iron rod stamped "1535-4305" set marking the Northerly East corner of this tract;

THENCE, South 24deg.49'39" West, Continuing along a West line of **BRAZOS LAKES SUBDIVISION**, 592.25 feet to a 1/2 inch iron pipe found marking a re-entrant corner of this tract;

THENCE, South 45deg.10'46" East, Continuing along a Southwest line of **BRAZOS LAKES SUBDIVISION**, 745.62 feet to a 1/2 inch iron rod found marking an East corner of this tract;

Page 2.
442.330 Acres
Eliza Hundley Browder Tract
Fort Bend County, Texas.

THENCE, South 43deg.52'33" West, Continuing along a Northwest line of **BRAZOS LAKES SUBDIVISION** 129.10 feet to a 1/2 inch iron rod found marking a re-entrant corner of this tract;

THENCE, South 45deg.56'17" East, Continuing along a Southwest line of **BRAZOS LAKES SUBDIVISION**, 142.15 feet to a 1 inch iron pipe found marking a Southerly East corner of this tract;

THENCE, Continuing along the Northwest line of **BRAZOS LAKES SUBDIVISION**, South 45deg.33'55" West, 4557.60 feet to a 1-1/4 inch iron pipe found for angle point;

THENCE, North 89deg.49'30" West, Continuing along the North line of said **BRAZOS LAKES SUBDIVISION**, at 1450.8 feet pass a 60d nail found on the North side of a 12" corner post with flagging, in all 1507.62 feet to a point on the centerline of said State Farm Market Road No. 762 for the Southwest corner of this tract;

THENCE, North 45deg.00'57" West, 3322.36 feet to the place of beginning and containing 442.330 Acres of Land, including 3.068 Acres of Land in said State Farm Market Road No. 762, leaving a net of 439.262 Acres of Land.

Signed: James L. Suptak
Registered Professional Land Surveyor No. 4035



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FEB 11 2013

THE GEORGE FOUNDATION

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
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email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

November 30, 2012

A Field Note Description of the Esperanza Interests, LLC call 4.775 Acre Tract of Land (FBC 2009065620); in the Henry Jones League, Abstract No. 39, Fort Bend County, Texas.

Beginning at a Bent-up 1/2 inch iron pipe re-set capped 5/8 inch iron rod stamped "1535-4035" in the Southwest right-of-way line of the G.C. & S.F. Railroad marking the Northwest corner of the original call 35.26580 Acre Tract (See Volume 35, Page 316 and Volume 73, Page 299; Deed Records); said corner marking the Northwest corner of and **place of beginning** for this tract;

THENCE, South 62deg.27'26" East, along the Southwest right-of-way line of said Gulf Colorado & Sante Fe Railroad and along a line 40 feet, more or less, Southwest of and parallel to the centerline of the tracks, at 819.48 feet pass a capped iron rod stamped "Bradford", at 820.43 feet pass the Northwest corner of the 60 foot wide "Road Dedication" recorded in Volume 926, Page 164; Deed Records), in all 851.34 feet to a point on the centerline of Serrato Lane and marking the Northeast corner of this tract;

THENCE, South 40deg.24'20" West, 267.79 feet along the centerline of said Serrato Lane to a point marking the Southeast corner of this tract;

THENCE, North 63deg.30' West, at 30.92 feet pass a point in the Westerly right-of-way line of said 60 foot wide "Road Dedication", at 31.08 feet pass a capped iron rod stamped "Bradford" found, then along a fence line, in all 747.12 feet to a 5/8 inch iron pipe found marking the Southwest corner of this tract;

THENCE, North 17deg.46'48" East, 263.62 feet to the place of beginning and containing 4.775 Acres of Land, including 0.185 Acre in Serrato Lane, leaving a net of 4.590 Acres of Land.

Signed: Franklin R. Schodek
Registered Professional Land Surveyor No. 1535

EXHIBIT C

Exhibit C – Town Proximity Property



LAND USE PLANNING AND COOPERATION AGREEMENT

BETWEEN

THE TOWN OF THOMPSONS, TEXAS

AND

THE GEORGE FOUNDATION

**LAND USE PLANNING AND COOPERATION AGREEMENT
BETWEEN THE TOWN OF THOMPSONS, TEXAS
AND THE GEORGE FOUNDATION**

This Agreement (the "Agreement") is made as of the 22nd day of March, 2016, by THE TOWN OF THOMPSONS, TEXAS (the "Town"), a general law municipality in Fort Bend County, and THE GEORGE FOUNDATION (the "Foundation" or "Owner"), a Texas charitable trust.

WHEREAS, the Foundation owns approximately 20,856.50 acres of land (hereinafter defined as the "Property"), substantially all of which was acquired from the estates of the Foundation's founders by 1971, the date of death of the surviving founder, Mrs. Mamie E. George, and the vast majority of which is or will be located in the Town's extraterritorial jurisdiction (hereinafter defined as the "ETJ");

WHEREAS, the Property is one of the principal investment assets of the Foundation, and the Foundation is the largest single landowner within the Town's ETJ;

WHEREAS, although the Foundation has no current intention of selling or developing the Property, it is foreseeable that future sales and development by future owners of the Property may occur if the Foundation decides, in an effort to optimize the value of the assets of the Foundation, to sell or dispose of some or all of its investment in the Property;

WHEREAS, the Foundation desires to preserve and maximize its investment in the Property by securing from the Town the assurances and long-term certainty of mutually beneficial guidelines and land use standards for the Property; and

WHEREAS, the Town has a long and rich history and culture that combines the best elements of rural and urban lifestyles characterized by relative proximity to major metropolitan centers and large individual land ownerships, a peaceful and uncongested environment, stable and efficient local government and relative financial security; and

WHEREAS, the Town wishes to preserve its current community characteristics and the lifestyle of its residents; and

WHEREAS, in an effort to minimize the impact that future development may have on the Town, its current characteristics and the quality of life of its current and future residents, the Town wishes to provide for the orderly, safe and healthful development of land within the Town's ETJ, as provided by Chapters 42, 43 and 212, Texas Local Government Code, as amended; and

WHEREAS, the Parties have had a close and mutually beneficial relationship that dates back more than a century and wish to further a cooperative effort in all areas of mutual concern, including land use and potential growth and development within the Town's ETJ, as evidenced by that certain Proclamation and that certain Resolution No. 245, adopted by the Town on September 17, 2009, and October 15, 2009, respectively, in honor of the Foundation and the Parties' relationship; and

WHEREAS, in furtherance of the themes and intent of the Proclamation and Resolution, the Parties agree that each of their goals and desires regarding land use and future development within the Town's ETJ can be achieved pursuant to this Agreement, as authorized under Chapter 212, Texas Local Government Code, as amended, which will (i) provide an alternative to the typical municipal

regulatory process for development, (ii) allow for comprehensive planning of the Property, (iii) provide a degree of certainty of regulatory requirements, and (iv) provide for future land uses that attempt to minimize the economic burden of growth to the Town, while endeavoring to minimize the impairment of the quality of life of its present and future residents or the current characteristics of the Town and allowing for the orderly, safe and healthful development of the Property; and

WHEREAS, it is the intent of this Agreement to set forth the mutual agreements, covenants and commitments between the Parties regarding the Property, and it is acknowledged that the Parties are proceeding in reliance upon the purpose, intent, effectiveness and enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, benefits and undertakings set forth and contained herein, and other good and valuable consideration, the Parties contract and agree as follows:

ARTICLE I DEFINITIONS AND PURPOSES

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement shall have the meanings set out below:

Applicable Regulatory Requirements means any valid and applicable law, rule, regulation or requirement of the Town, the County or the State of Texas or any State or federal agency having jurisdiction over the Property, including, without limitation, County Regulations which may be adopted prior to, on or after the effective date of this Agreement.

County means Fort Bend County, Texas.

County Regulations means all laws, regulations, standards, codes and ordinances now or hereafter promulgated or enforceable by the County and applicable to the Property or to Public Improvements or Private Improvements within the Property.

Foundation or *Owner* is defined in the recitals hereto and means and includes any subsequent owner, whether or not related to the Foundation or otherwise a subsidiary of the Foundation or a partnership or other entity in which the Foundation is a partner or participant, of all or a portion of the Property that specifically acquires, by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Foundation under this Agreement in accordance with Section 7.05 hereof.

ETJ means the extraterritorial jurisdiction of the Town, as now or hereafter configured.

Effective Date means the date first set forth in this Agreement.

International Building Code means the International Building Code, as it existed on May 1, 2003, or such later version that, pursuant to §214.216 of the Texas Local Government Code, as amended, is adopted as the municipal commercial building code in this state.

International Residential Code means the International Residential Code, as it existed on May 1, 2001, or such later version that, pursuant to §214.212 of the Texas Local Government Code, as amended, is adopted as the municipal residential building code in this state.

Owner's Engineer means an engineer or engineers engaged by the Foundation, Owner or any Special District, as the case may be.

Person means any individual, partnership, association, firm, trust, estate, public or Private Corporation, or any other legal entity whatsoever.

Party or *Parties* means the Foundation and/or the Town, either singularly or collectively.

Private Improvements means any improvements of any kind or character, other than Public Improvements.

Property means all the land depicted on Exhibit "A" and described in the attached Exhibit "B" attached hereto and incorporated herein for all purposes, provided; however, that this Agreement shall not apply to any portion of the Property which is (i) within the corporate limits of the Town, except as provided in Sections 2.01(b) and 4.03, or (ii) outside of the ETJ of the Town, but further provided that this Agreement does apply to and the Property shall include any other property owned by the Foundation, now or in the future, that is included in the ETJ of the Town as it may be expanded in accordance with state law and that the Foundation designates by written notice to the Town as included within the Property.

Public Improvements means all facilities and improvements for any of the following: water supply or distribution; wastewater collection, transportation, treatment or disposal; stormwater control or detention, drainage, levee or flood protection; parks or recreation; fire protection or prevention; emergency medical services or medical transport services; law enforcement; economic development; roads or transportation; or other essential community, governmental or quasi-governmental improvements, services, facilities or functions.

Special District means a municipal utility district or other special district created under general law or through one or more acts of the Texas Legislature for the purpose or purposes of financing, planning, constructing, operating, maintaining or otherwise providing Public Improvements for or to all or any portion of the Property.

SPA means a strategic partnership agreement authorized under §43.0751, Texas Local Government Code, as amended.

TCEQ means the Texas Commission on Environmental Quality and its successors.

Town means the Town of Thompsons, Texas, or any other governmental entity succeeding to the principal rights, powers, authority or functions of the Town.

Town Council means the Town Council of the Town, or any successor governing body.

Town Engineer means the engineer or engineers engaged or employed by the Town.

Town Proximity Property means that portion of the Property depicted on Exhibit "C" attached hereto and incorporated herein for all purposes, which is in close proximity to the Town's corporate limits or development of which is considered to have an impact on the Town.

Section 1.02 Purposes. The Foundation has no present intention of selling or developing the Property; however, based upon the size and location of the Property and its proximity to current

development, the Parties anticipate that, if the Foundation sells or disposes of all or a portion of the Property, then the Property or such portion thereof, may in the future be developed by a subsequent Owner or Owners as a master-planned, mixed-use community with land uses to include, without limitation, single and multi-family residential, commercial, institutional and recreational facilities. In furtherance of the mutual goals of Parties to facilitate high-quality land use and development of property within the Town's ETJ, including the Property, according to adequate, and reasonably predictable standards and criteria, and without causing an undue burden to the Town for additional financial, administrative or technical resources, personnel and equipment, the Parties have determined to describe the standards, procedures, requirements, mutual agreements and consents necessary to accomplish such purposes.

ARTICLE II REGULATORY, LAND USE, PLATTING, DESIGN AND CONSTRUCTION STANDARDS

Section 2.01 Regulatory Standards. (a) The Parties desire to ensure that any future development of the Property will be accomplished in an orderly, safe, and healthful manner with minimal impact to the Town and its residents and to provide a degree of certainty as to the regulatory requirements applicable to the future development of the Property. The Parties further acknowledge and agree that the Applicable Regulatory Requirements relating to environmental, platting, planning, land use, design, construction, inspection, reconstruction, rehabilitation, replacement, improvement, enlargement, expansion, modification, repair, inspection, operation or maintenance requirements, standards and criteria applicable to the Property, or to any Private or Public Improvements within the Property, as now or hereafter promulgated, administered and enforced by or through the Town, the County, and by the State of Texas, or any State or federal regulatory authorities having jurisdiction over the Property, are presently believed to be adequate and sufficient, taken together with the opportunity to review and comment on specific plats or plans in accordance with this section, to ensure that any future development of the Property will be accomplished in an orderly, safe and healthful manner and to minimize the impact on and otherwise to protect the interests of the Town. Accordingly, to provide a degree of certainty and predictability of regulatory requirements for the Property, to avoid a duplication of governmental functions by the Town, the County and other governmental agencies having jurisdiction, and to reduce the cost and burden of the Town in adopting, implementing and enforcing separate regulations and requirements for said matters, the Town:

- (1) will endeavor to contract with the County, for a term and upon such terms as the Town and the County may agree, after consultation with the Foundation, for the County to administer, apply and enforce all Applicable Regulatory Requirements, as permitted under Chapter 791 of the Texas Government Code, Section 242.001(c) of the Texas Local Government Code, or other applicable law, and unless a more stringent code is included in the Applicable Regulatory Requirements then enforced by the County or such requirement is waived by the Town, any improvements on the Property shall be constructed to the standards of the International Residential Code and/or the International Building Code, as applicable; and
- (2) will not (i) without having provided the Foundation at least 90 days prior written notice of and the opportunity to provide comments on the matter, terminate any agreement with the County executed pursuant to this Section, (ii) adopt or enforce any additional regulatory requirements applicable to the Property, or to Private or Public Improvements within or serving the Property, unless required by applicable

law, or (iii) impose or enforce any freeze or moratorium on development, construction or growth within the Property.

(b) Notwithstanding the foregoing, with respect to the Town Proximity Property or any portion thereof the Town shall have the following rights:

- (1) The Town shall have the right, but not the obligation, to approve plats or plans before such plans are submitted to the County. Owner agrees to provide a copy of preliminary plats or plans to the Town at least 120 days prior to submittal of such plats or plans to the County under Section 2.02, and the Town shall, within 60 days following submission, review or have reviewed on its behalf by the Town Engineer or planning professional, and approve or request modifications and make comments on such plats or plans; and
- (2) To ensure that the public infrastructure and roads proposed to serve the Town Proximity Property are adequately sized and meet the Town's design, planning and construction standards, the Town reserves the right, after having provided 120 days prior written notice of and the opportunity to provide comments on the matter, to impose additional Applicable Regulatory Requirements with respect to such public infrastructure and roads, which shall be consistent with those that are imposed for similar purposes within and in close proximity to the corporate limits of the Town.

(c) It is also further acknowledged by Owner, that any portion of the Town Proximity Property that is located within the corporate limits of the Town shall be subject to the same rules, regulations, ordinances, and requirements of the Town to which all other property within the Town's corporate limits is subject.

(d) Further, with respect to the balance of the Property outside of the Town Proximity Property, Owner agrees to generally inform the Town of significant plans and provide a copy of preliminary plats or plans to the Town within the time period set forth in Section 2.01(b) above, and consider any of the Town's comments to the same prior to submission to the County.

Section 2.02 Approved Plats and Plans. Owner agrees that all final plats, as approved by the County, and all final plans and specifications for Public and Private Improvements, as approved by any other State or federal agencies having jurisdiction, will be provided to the Town together with a certificate from the Owner's Engineer certifying to the Town that each such final plat or plans meet the Applicable Regulatory Requirements.

Section 2.03 Traffic Study. Owner and the Town will cooperate in jointly studying traffic patterns and proposed road and street alignments to facilitate the flow of traffic within the Property and minimize the impact of such traffic patterns to the Town and its residents.

ARTICLE III SPECIAL DISTRICTS

Section 3.01 Consent to Special Districts. (a) The Parties agree that the creation and operation of one or more Special Districts within the Property are essential to provide for the

planning, financing, construction, operation and maintenance of Public Improvements without imposing an undue burden on the Town and its residents and taxpayers. Prior to the creation upon, the inclusion or exclusion of all or a portion of the Property within any Special District, Owner shall provide notice of its intent to create, include or exclude land upon or in a Special District through the filing of a petition with the Town for its formal consent to such creation, inclusion or exclusion in accordance with applicable law, including but not limited to §54.016, Texas Water Code and/or §42.042, Texas Local Government Code, to the extent applicable. Upon receipt of one or more petitions, the contents of which meet the requirements of applicable law, requesting the Town's consent to (i) the creation of or the inclusion or exclusion of all or any part of the Property within or from the boundaries and taxing jurisdiction of one or more Special Districts to serve all or part of the Property, and/or (ii) the consolidation of one or more or such Special Districts, and/or (iii) the division of any Special District so created into one or more other Special Districts, the Town agrees to promptly consider such petition or petitions and, unless determined by the Town to be contrary to the public interest and the objectives of the Parties, as set forth and acknowledged in this Agreement, to act favorably upon such petitions. The Parties agree and acknowledge that the City's consideration of each Special District will be done on a case by case basis and such consent may be, to the extent not limited or prohibited by law, conditioned upon certain standards that may be agreed upon by the Parties. All reasonable costs and expenses of the Town in providing its consent to one or more Special Districts shall be paid by the Owner or Special District requesting same.

(b) The Town agrees that it will not adopt conditions or restrictions upon the creation or operation of Special Districts in its ETJ without having provided the Foundation with prior written notice and a reasonable opportunity to provide comments on the matter, which notice and comment period shall be no less than 60 days.

Section 3.02 Responsibility for Public Improvements. In an effort to provide for reliable public infrastructure to serve the Property without putting additional burden on the current and future residents of the Town, the Parties agree that the Town shall have no obligation to provide, and Owner and/or any Special District shall be solely responsible for providing, Public Improvements to adequately serve any development within the Property.

Section 3.03 Assistance to the Town. If requested by the Town, and to the extent it is economically and practically feasible, Owner or any Special District shall endeavor to have the Public Improvements provide services to the Town, upon terms and conditions as such parties may agree, including, to the extent the Town may hereafter become subject to groundwater reduction requirements of the Fort Bend County Subsidence District, or its successor, the inclusion of the Town within the scope of an approved groundwater reduction plan for the Property.

Section 3.04 Sales and Use Tax Revenue. The Town has indicated its desire to benefit from the sales and use tax that may be generated from the commercial business which may be located within the Property. Owner agrees that it will exert all reasonable efforts to have the board of directors of any Special Districts created upon the Property, within which there is proposed to be commercial development, consider and favorably approve an SPA or other legally authorized agreement whereby the Town may annex the property within such Special District for limited purposes and impose a sale and use tax upon such commercial areas with a Special District and share the proceeds of the same with such Special District, in such proportions as the parties may agree. Likewise, the Town agrees to in good faith favorably consider an SPA with such Special Districts. The Parties acknowledge that a fair and equitable sharing ratio of the sales and use tax under any SPA would be an equal split between the City and the applicable Special District unless the facts and

circumstances, such as the public infrastructure costs for the development of a particular area or the additional impact on the Town infrastructure and services lead the Parties to negotiate a different ratio, provided, however; in no instance is the sharing ratio expected to be less than a 60/40 split, with the greater ratio being granted to the Party with the greater cost or impact.

ARTICLE IV PRESERVATION OF ETJ STATUS AND ANNEXATION OF THE PROPERTY

Section 4.01 ETJ Status and Annexation. During the term of this Agreement, unless otherwise governed by the terms of a SPA between the Town and a Special District, the Town shall not (i) exclude, attempt to exclude or otherwise release any portion of the Property from its ETJ, or (ii) annex, attempt to annex or include within a plan of annexation all or any portion of the Property which is not included within the boundaries of a Special District, or (iii) annex, attempt to annex or include within a plan of annexation any portion of the Property located within the boundaries of a Special District unless and until the water, wastewater, roads, parks and recreational and drainage facilities have been completed to serve at least 90% of the acreage within such Special District and the Owner shall have been fully compensated by such Special District, in accordance with TCEQ rules, for all the eligible costs and expenses related to such water, wastewater, roads, parks and recreational, levee and drainage facilities serving such Special District, all as certified in writing by the Owner to the Town. Upon satisfaction of these conditions to annexation as to any Special District, the Town may, but is not required to, annex all, but not less than all of the Property within that Special District. This Section shall survive expiration or termination of this Agreement. The provisions of this Section may be incorporated into any SPA with a Special District.

Section 4.02 Mutual Support. Except as annexation of all or any portion of the Property may be limited herein, and subject to the provisions hereof, each of the Parties agree to support and cooperate with the other in the orderly annexation of the Property by the Town.

Section 4.03 Land Uses. In the event of annexation by the Town of any portion of the Property located within a Special District, the Town agrees that all developed land uses in existence on the date of such annexation shall be deemed vested rights of the Owners of such portions of the Property and that any remaining undeveloped portions of the Property so annexed may be developed and used in a manner and for purposes consistent with surrounding development and land uses within such Special District. This Section shall survive expiration or termination of this Agreement. For purposes of this Agreement, "developed" shall include, in addition to existing land uses, proposed land uses that have been shown on development plans the Town has reviewed and approved under Section 2.01(b). The Town specifically does not waive the ability to insist on the imposition of Applicable Regulatory Requirements that are exempt under §245.004, Texas Local Government Code, as amended.

ARTICLE V BREACH, NOTICE AND REMEDIES

Section 5.01 Breach of Agreement. It is the intention of the Parties that any future planning for and land uses of the Property be in accordance with the terms of this Agreement and that each Party comply with its agreements as set forth herein. In the event that one Party believes that the other has, by act or omission, breached this Agreement, the provisions of this Article shall provide the exclusive remedies for such default.

Section 5.02 Notice of Default. If a Party believes the other has failed to comply with a provision of this Agreement, such Party shall notify the other in writing of an alleged failure, which notice shall describe the alleged failure in reasonable detail. The alleged defaulting Party shall, within thirty (30) days after receipt of such notice, or within such longer period of time as may be specified in such notice, either (i) cure such alleged failure or, (ii) in a written response to the Party alleging the default, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and a reasonable time schedule for accomplishing such cure. The alleged defaulting Party shall make available to the other, if requested, any records, documents or other information necessary to make a determination as to whether a failure to comply with this Agreement has in fact, occurred and is material or excusable and whether such failure has been cured or will likely be cured by the alleged defaulting Owner. In the event that the Party alleging the failure determines that such failure has not occurred, or that such failure either has been or will likely be cured in a manner and in accordance with a reasonable time schedule, or that such failure is not material or is excusable, such determination shall conclude the matter. However, in the event that the Party alleging the failure determines that a failure has occurred and is material and that such failure is not excusable and has not been or will not likely be cured by the alleged defaulting Party in a manner and in accordance with a reasonable time schedule, then the Party alleging the failure may proceed to mediation under Section 5.03.

Section 5.03 Mediation. In the event the Parties cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Section 5.02, the Parties agree to submit the disputed issue to non-binding mediation in accordance with the provisions of the Texas Civil Practices and Remedies Code, as amended. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or within thirty (30) days after mediation is requested. The Parties participating in the mediation shall share the fees and expenses of the mediator equally, but each Party shall otherwise pay its own attorney and other fees and costs incurred with respect to the mediation.

Section 5.04 Remedies. In the event of a determination by one Party that another has committed a breach of this Agreement that is not resolved in mediation pursuant to Section 5.03, the Party alleging the breach may, subject to the provisions of Section 5.03, file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available at law or in equity, including, but not limited to, mandamus, specific performance and/or an action under the Uniform Declaratory Judgment Act but, specifically excluding termination of this Agreement.

Section 5.05 Liability of Owners. In the event of multiple Owners of the Property in the future, the liability for failure to comply with this Agreement of each Owner shall be severable from every other Owner, and no Owner shall be liable for the failure of any other Owner to comply with the terms of this Agreement, but shall only be liable for its own failure of compliance hereunder. An Owner that is not a developer, within the meaning of Section 49.052(d), Texas Water Code, shall have no liability for compliance as an Owner hereunder, but shall be responsible for compliance with any recorded declaration of restrictive covenants or land use restrictions applicable to such Owner's tract or lot.

ARTICLE VI FUTURE AGREEMENTS

Section 6.01 Acknowledgements. The parties acknowledge and agree that (i) it is premature and not presently possible for the Foundation to forecast in detail the specific land uses and development criteria that may be utilized by a future Owner of all or a portion of the Property, (ii) a development agreement of the type contemplated by Subchapter G, Chapter 212, Texas Local Government Code, may be mutually beneficial in providing for, with greater specificity, those matters described in Section 212.172, Texas Local Government Code, as amended, including, but not limited to, guaranteeing the continuation of the ETJ status of the Property, extending the Town's planning authority and enforcement of municipal land use and other regulations over the Property, and providing for the infrastructure needs to serve the Property, (iii) an SPA as provided for in Section 3.04, may be mutually beneficial in providing for, with greater specificity, limited purpose annexation of all or a portion of the Property and the imposition and sharing of sales and use tax as well as other agreed upon matters as set forth in and authorized under §43.0751, Texas Local Government Code, as amended, and (iv) such a development agreement and/or SPA may provide certainty, consistency and predictability of future land uses and regulatory and planning criteria for future development, minimize the regulatory and planning oversight time, effort and costs to the Town and an Owner, and expedite high quality and desirable development of the Property and provide for the imposition and sharing of the sale and use tax revenue and the terms upon which annexation, either limited purpose or full purpose, of all or any portion of the Property may occur.

Section 6.02 Future Development Agreements and Other Agreements. From time to time, as and when portions of the Property are sold by the Foundation, the Foundation shall provide the written notice described in Section 7.05 of this Agreement. Thereafter, when such portions are sold in increments of more than two hundred (200) acres, the Town and such Owner(s) shall promptly undertake and use their respective best efforts to negotiate and conclude one or more development agreements, including but not limited to SPAs as appropriate, relating to such sold portion(s) of the Property, meeting the requirements and addressing the subject matter of Subchapter G, Chapter 212, Texas Local Government Code, and 43.0751, Texas Local Government Code, each as amended, or any similar laws, and containing such other terms and conditions as the parties may deem appropriate. The Foundation agrees to assist and participate in such negotiations and to encourage future Owners to do so.

Section 6.03 Effect of Agreements. Any such future development agreement(s) shall be deemed to be for the purpose of supplementing and implementing this Agreement, and in case of any conflict or inconsistency between this Agreement and any such future development agreement(s), such future development agreement(s) shall prevail and be controlling with respect to the portion(s) of the Property covered by such agreement(s), but not otherwise.

ARTICLE VII BENEFICIARIES, TERM, TERMINATION, AMENDMENT AND ASSIGNMENT

Section 7.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. In addition to the Parties, Owners and their respective successors or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and, except as otherwise provided herein, shall be binding on all future Owners of any portion of the Property. This Agreement, and any amendments thereto shall, pursuant to the requirements of Section 212.172(c)(4)

of the Texas Local Government Code, and at no cost to the Town, be recorded in the County Clerk Official Records of Fort Bend County, Texas.

Section 7.02 Term. This Agreement shall bind the Parties and continue until a date that is fifteen (15) years from the Effective Date ("Initial Term"). At any time during the last five (5) years of the Initial Term (and the first Extended Term), this Agreement may be extended for two (2) successive terms of fifteen (15) years each (each an "Extended Term") from the expiration of the preceding Initial Term (or the first Extended Term), at the Foundation's and/or any Owner's request and with the Town Council's approval, which shall not be unreasonably withheld, conditioned or delayed, as permitted by Section 212.172(d), Texas Local Government Code, as amended.

Section 7.03 Termination. After the Initial Term, or if extended as permitted herein, after any Extension Term, this Agreement will be of no further force and effect, except with respect to specific provisions which expressly survive termination of this Agreement as set forth herein and except that termination of this Agreement will not affect any right or obligation arising from any consents or approvals previously granted.

Section 7.04 Amendment. This Agreement may only be amended by written instrument duly authorized, executed and delivered by the parties hereto.

Section 7.05 Assignment or Sale. (a) If the Foundation proposes to sell or otherwise transfer a portion of the Property, the Foundation may assign all or a portion of its obligations and rights under this Agreement to the purchaser or grantee and shall provide, upon the expiration of any confidentiality period imposed in such sale documents, prior written notice to the Town of the intended transfer and assignment. If such sale document requires confidentiality for a period longer than 30 days after its execution date the Foundation will, immediately following said 30 day period, provide written notice to the Town of the intended transfer and assignment and the Town agrees, if requested by the Foundation, to maintain such confidentiality under and to the extent permitted by applicable law, including §552.131, Texas Government Code, as amended. Any Person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon the Foundation, its successors and assigns, as provided in Section 7.01 above and this Section. Provided, however, the Foundation's assignee shall not acquire the rights and obligations of the Foundation unless the Foundation expressly states in the deed of conveyance or by separate instrument placed of record that said assignee is to become an Owner for purposes of this Agreement and notice of such designation is sent by the Foundation to the Town. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee.

(b) Any assignment must be in writing, specifically describe the Property or portion thereof in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment (designating the assignee/Owner and its address) must be delivered to the Town and recorded in the real property records as may be required by applicable law. Should the Foundation properly assign a portion of its obligations and rights under this Agreement as they relate to a portion of the Property, the acts or omissions of one Owner which result in that Owner's default shall not be deemed the acts or omissions of any other Owner, and a performing Owner shall not be held liable for the nonperformance of another Owner. In the case of nonperformance by one or more Owners, the Town may pursue all remedies against such nonperforming Owner as set forth in

Section 5.04 hereof, but shall not impede the planned or ongoing development activities of nor pursue remedies against a performing Owner.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01 Town Review and Reimbursement. The Foundation agrees to reimburse the Town for any reasonable and necessary out of pocket costs and expenses incurred by the Town for independent consultants including, but not limited to, engineers, land planners, and attorneys, as may be required with respect to negotiation and preparation of this Agreement. Further, the Foundation endeavors to assist the Town (and encourage future Owners to assist the Town) with the payment of the foregoing categories of future costs and expenses related to any review of development plans, proposed land uses, creation of Special Districts, review of notices required under this Agreement or future assignment, negotiation and preparation of development agreements and SPAs or other related reviews of the Property, and share such costs and expenses in a mutually agreeable manner.

Section 8.02 Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party by (a) delivering the same in person, (b) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (d) sending the same by facsimile with confirming copy sent by mail or electronic mail. The provisions herein shall also apply to any Notice given to or by any Owner at the address (until changed as provided below) specified in the Notice described in Section 7.04 of this Agreement. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

Town: Town of Thompsons
 134 Thompsons Oil Field Road
 P.O. Box 24
 Thompsons, Texas 77481
 Attn: Mayor Freddie Newsome, Jr.
 Facsimile: (281) 343-7786

With Copy to: Olson & Olson LLP
 2727 Allen Parkway, Suite 600
 Houston, Texas 77019-2133
 Attn: Scott Bounds
 Facsimile: (713) 533-3888

The Foundation: The George Foundation
 310 Morton Street, PMB Suite C
 Richmond, Texas 77469

Attn: Roger Adamson
Facsimile: (281) 341-7635

With Copy to:

Lytle & Moore, LLP
2116 Thompsons Highway, Suite 116
Richmond, Texas 77469
Attn: Jack H. Moore
Facsimile: (281) 232-4882

Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056
Attn: Howard M. Cohen
Facsimile: (713) 623-6143

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. An or Owner may change its address in the same manner by written notice to all of the Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 8.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Party hereto that the remainder of this Agreement shall not be affected.

Section 8.04 Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

Section 8.06 Attorneys' Fees. Except as otherwise provided in Section 5.03 of this Agreement, and to the extent allowed by law as it exists on the date of this Agreement, the prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys' fees, expenses and court costs in connection with any original action, any appeals, and any post judgment proceedings to collect or enforce a judgment.

Section 8.07 Authority for Execution. The Town hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the general laws of Texas applicable to the Town and any applicable Town ordinances. The Foundation hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its trust or other agreements or regulations governing the Foundation.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first set forth herein.

TOWN OF THOMPSONS, TEXAS

By: *Freddie Newsome, Jr.*
FREDDIE NEWSOME, JR., Mayor

ATTEST:

By: *Mary Ann Manna*
MARY ANN MANNA,
City Secretary

THE STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

This instrument was acknowledged before me on this 17th day of March, 2016, by FREDDIE NEWSOME, JR., Mayor of Town of Thompsons, Texas.

Mary Ann Manna
Notary Public in and For the State of
TEXAS



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
2-11-2018

THE GEORGE FOUNDATION, a Texas Charitable Trust

By: *William O. Jameson*
WILLIAM O. JAMESON, Trustee

By: *John M. Null*
JOHN M. NULL, Trustee

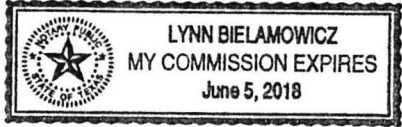
By: *Thomas C. McNutt*
THOMAS C. MCNUTT, Trustee

By: *Charles P. McDonald*
CHARLES P. McDONALD, Trustee

By: *Donald P. Wenzel*
DONALD P. WENZEL, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 2nd day of March, 2016, by William O. Jameson, John M. Null, Thomas C. McNutt, Charles P. McDonald, and Donald P. Wenzel, as Trustees of THE GEORGE FOUNDATION, a Texas Charitable Trust.



(NOTARY SEAL)

Lynn Bielamowicz
Notary Public, State of Texas

EXHIBIT A

EXHIBIT B

"Tract 1" 14,005.8 acres

"Tract 2" 5,996.33 acres

"Tract 3" 85.885 acres

"Tract 5" 172.58 acres

"Tract 6" 148.8 acres

4.775 acres

442.330 acres

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 30, 2007

TRACT 1.

A Field Note Description of 14200.8 Acres of Land, more or less, being in the Henry Jones League, Abstract 39; Wiley Martin Survey, Abstract 56; John Jones Survey, Abstract 41; Barnabas Wickson Survey, Abstract 95; Michael Young League, Abstract 99; H.A. Alsbury Survey, Abstract 102; William Bryne Survey Abstract 112; B.B.B. & C. Railroad Company Survey #3, Abstract 128; B.B.B. & C. Railroad Company Survey #5, Abstract 129; Beaty, Seale & Forwood Survey, Abstract 147; Joseph Highland Survey, Abstract 204; A.D. Kelker Survey, Abstract 273; John W. McCamley Survey, Abstract 289; Peter Teal Survey, Abstract 337; Henry Wilcox Survey, Abstract 342; Samuel Young League, Abstract 348; M.M. Ryon Survey, Abstract 368; M.M. Ryon Survey, Abstract 380; J.J. Dickerson Survey, Abstract 401 and A.P. George Survey No. 5, Abstract 754 partially in the Town of Thompsons and within the Town of Thompsons Extra-Territorial Jurisdiction, SAVE & EXCEPT 195 ACRES OF LAND, leaving a net of 14,005.8 Acres of Land, more or less, in Fort Bend County, Texas.

For Connection Begin at the Southwest corner of the Abner Kuykendall League, Abstract 48; said corner being a re-entrant corner of the Wiley Martin Survey, Abstract 56; THENCE, South 65deg. East, 3471.14 feet, more or less, along the Southwest line of the Abner Kuykendall League, Abstract 48 and Northeast line of the Wiley Martin Survey, Abstract 56, to the East corner of the Lamar Consolidated Independent School District 139.414 Acre Tract (FBC 2006134323) and **place of beginning** for this tract;

THENCE, South 65deg. East, along the Southwest line of said Abner Kuykendall League, Abstract 48 and the Northeast line of the Wiley Martin Survey, Abstract 56, 7828.86 feet, more or less, to the South corner of said Abner Kuykendall League, Abstract 48;

THENCE, North 25deg. East, 33.33 feet, more or less, to the West corner of the Henry Jones League, Abstract 39 and a corner of the John Jones Survey, Abstract 41;

THENCE, North 25deg. East, 2384.0 feet, more or less, along the Southeast line of the Abner Kuykendall League, Abstract 48 and Northwest line of the Henry Jones League, Abstract 39 to the West corner of the Tom R. Booth Estate 189.3 Acre Tract;

THENCE, South 65deg. East, 3338.0 feet, more or less, to the South corner of said Tom R. Booth Estate 189.3 Acre Tract for corner;

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14005.8+/- Acres

The George Foundation

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THENCE, North 25deg.41' East, 1270.0 feet, more or less, to angle point;

THENCE, North 25deg.29' East, 1433.3 feet, more or less, to the East corner of said Booth Estate Tract and the Southwest corner of the original Mary D. Booth Myers 25.59 Acre Tract (Volume 431, Page 519; Deed Records);

THENCE, South 64deg.51' East, 412.0 feet, more or less, to the South corner of the Mary D. Booth Myers 25.59 Acre Tract;

THENCE, North 25deg. East, 2691.0 feet, more or less, to the Easterly North corner of this tract;

THENCE, Southeasterly along the Southwest right-of-way line of the G.C. & S.F. Railroad approximately South 60deg. East, 900.0 feet, more or less, to the Northwest corner of the Frank Simpson Estate call 51.0 Acre Tract;

THENCE, South 22deg.30' West, 738.0 feet, more or less, to the West corner of the Frank Simpson 23.5 Acre Tract;

THENCE, South 20deg. West, 210.0 feet, more or less, to the West corner of the Frank Simpson 27.5 Acre Tract;

THENCE, South 65deg. East, 2730.0 feet, more or less, to the Southeast corner of said Frank Simpson Tract;

THENCE, North 17deg.30' West, 363.0 feet, more or less, to corner;

THENCE, North 13deg.45' West, 316.8 feet, more or less, to corner;

THENCE, North 01deg. East, 360.0 feet, more or less, to the Northeast corner of the Frank Simpson 27.5 Acre Tract for corner;

THENCE, Southeasterly along the Southwest right-of-way of the G.C. & S.F. Railroad, approximately South 60deg. East, 1600.0 feet, more or less, to the Northeast corner of this tract;

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14005.8+/- Acres
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THENCE, South 14deg. West, 7569.0 feet, more or less, along the West line of the Houston Lighting & Power Company 46.083 Acre Tract to a point for corner;

THENCE, North 65deg. West, 9561.33 feet, more or less, along the Southwest line of the Henry Jones League, Abstract 39 and the Northeast line of the Edward Jeffery Survey, Abstract 38, Lancelot Smither Survey, Abstract 87 and John Jones Survey, Abstract 41 to corner;

THENCE, Along the Southerly line of a Private Road along a curve to the right with a radius=450.0 feet, length of 175.14 feet to corner;

THENCE, North 76deg.19'20" West, with the Southerly line of said Private Road, 258.78 feet, more or less, to corner;

THENCE, In Southwesterly direction along Southeasterly line of said Private Road along a curve to the left with a radius of 600.0 feet, a length of 362.65 feet to corner;

THENCE, South 69deg.01'33" West, 171.36, more or less, to the Northeast corner of the George Foundation call 216.63 Acre Tract (FBC 9608474);

THENCE, South 30deg.55'07" East, 547.43 feet, more or less, to the meander line of Smithers Lake, House Bayou and Dry Creek;

THENCE, in a southerly direction along the meander line of Smithers Lake, House Bayou and Dry Creek, with the following courses and distances;

South 09deg.10'43" West, 167.57 feet to a point;
South 27deg.27'08" West, 339.96 feet to a point;
South 02deg.21'29" East, 130.76 feet to a point;
South 21deg.18'06" West, 873.58 feet to a point;
South 12deg.37' West, 261.99 feet to a point;
South 17deg.29'59" West, 256.67 feet to a point;
South 46deg.40'01" West, 198.49 feet to a point;
North 30deg.53'55" West, 396.49 feet to a point;
North 71deg.18'30" West, 382.73 feet to a point;
South 57deg.36'01" West, 516.92 feet to a point;
South 73deg.53'15" East, 322.03 feet to a point;

14005.8+/- Acres
The George Foundation
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South 28deg.16'57" East, 313.44 feet to a point;
South 16deg.00'44" West, 315.98 feet to a point;
South 39deg.23' East, 155.60 feet to a point;
South 26deg.44'41" East, 228.03 feet to a point;
South 01deg.05'44" East, 265.70 feet to a point;
South 02deg.02'39" West, 301.38 feet to a point;
South 01deg.45'34" East, 301.33 feet to a point;
North 87deg.47'26" West, 307.47 feet to a point;
South 41deg.10'32" West, 250.51 feet to a point;
South 17deg.28'34" West, 186.58 feet to a point;
North 88deg.04'59" West, 288.60 feet to a point;
South 52deg.22'07" West, 150.19 feet to a point;
South 38deg.04'17" East, 237.43 feet to a point;
South 14deg.59'33" West, 104.53 feet to a point;
South 59deg.09'56" West, 180.95 feet to a point;
North 75deg.02'56" West, 171.95 feet to a point;
South 72deg.01'29" West, 320.80 feet to a point;
North 28deg.38'07" West, 341.18 feet to a point;
North 14deg.04'19" West, 621.20 feet to a point;
South 67deg.38'15" West, 163.11 feet to a point;
South 11deg.30'16" West, 742.59 feet to a point;
South 73deg.57'43" West, 449.36 feet to a point;
North 42deg.53'48" West, 274.29 feet to a point;
North 61deg.21'34" West, 159.52 feet to the Southwest corner of said 216.63 Acre

Tract in the West line of the Houston Lighting & Power Company 1376.467 Acre Tract
(Volume 350, Page 508; Deed Records);

THENCE, South 10deg.51'20" East, 3468.45 feet, more or less, to corner;

THENCE, South 53deg.49'30" East, along Northerly line of Smithers Lake Road, 7692.29 feet,
more or less, to corner; said corner being a corner of the Houston Lighting & Power Company
Tract;

THENCE, South 22deg.14'50" West, 67.22 feet, more or less, crossing Smithers Lake Road to a
point for corner;

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14005.8+/- Acres
The George Foundation
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THENCE, South 53deg.49'06" East, 1175.31 feet, more or less, to corner;

THENCE, North 87deg.27'59" East, 2704.42 feet, more or less, to corner;

THENCE, South 33deg.29'47" East, 1583.66 feet, more or less, to corner;

THENCE, South 01deg.28'27" East, 260.0 feet, more or less, to corner;

THENCE, North 88deg.31'33" East, 1341.13 feet, more or less, to corner;

THENCE North 46deg.46'15" East, 484.26 feet, more or less, to corner;

THENCE, North 44deg.15'49" East, 577.63 feet, more or less, to corner;

THENCE, North 87deg.21' East, 554.3 feet, more or less, to the Northeast corner of the original A.P. George call 20 Acre Tract (Volume 104, Page 627; Deed Records);

THENCE, South 02deg.40'10" East, 811.94 feet, more or less, along the West line of Rabbs Prairie Road to corner;

THENCE, South 87deg.21' West, 1073.46 feet, more or less, along the South line of the Samuel Young League, Abstract 348 and the North line of the Joseph Highland Survey, Abstract 204 to corner;

THENCE, South 0deg.05'08" East, 2508.66 feet, more or less, to the center of Rabbs Prairie Road for corner;

THENCE, Westerly, 1184.0 feet, more or less, along the centerline of said Rabbs Prairie Road to the Northwest corner of the John W. Wade Survey, Abstract 343 and a re-entrant corner of the Joseph Highland Survey, Abstract 204;

THENCE, South 00deg.05'30" East, 827.78 feet, more or less, along the center of said road to the Northeast corner of the Nathan Peck Survey, Abstract 303 and Southerly Southeast corner of said Highland Survey;

14005.8+/- Acres
The George Foundation
NFBWA

THENCE, West, at 2134.35 feet pass the West right-of-way line of Rabbs Prairie Road, in all 3750.0 feet, more or less, along the North line of the Nathan Peck Survey, Abstract 303 to the Southwest corner of said Joseph Highland Survey;

THENCE, Northerly, 1600.0 feet, more or less, to the Northeast corner of the Nathan Peck Survey, Abstract 304 and re-entrant corner of said Joseph Highland Survey, Abstract 204;

THENCE, Westerly, 200.0 feet, more or less, to corner;

THENCE, North, 859.8 feet, more or less, to corner in the North line of said Joseph Highland Survey, Abstract 204 and the South line of the H.A. Alsbury Survey, Abstract 102;

THENCE, Westerly, 700.0 feet, more or less, along the South line of said H.A. Alsbury Survey, Abstract 102 and North line of the Joseph Highland Survey, Abstract 204 to the Southeast corner of the Ernest M. Clark, Jr. Trustee 133.38 Acre Tract;

THENCE, Northerly, 1744.0 feet, more or less, to the Northeast corner of the Ernest M. Clark, Jr. Trustee 133.38 Acre Tract;

THENCE, North 85deg. West, 2657.0 feet, more or less to the Northwest corner of said Clark 133.38 Acre Tract and in the Northwest line of the H.A. Alsbury Survey, Abstract 102 and the Southeast line of the A.D. Kelker Survey, Abstract 273;

THENCE, South 25deg. West, 2173.0 feet, more or less, to the South corner of said A.D. Kelker Survey, Abstract 273;

THENCE, North 65deg.02'29" West, 1135.92 feet, more or less, to the East corner of the George Foundation (Hundley) 439.1265 Acre Tract;

THENCE, South 64deg.51'55" West, 6189.42 feet, more or less, to the South corner of said 439.1265 Acre Tract;

THENCE, North 45deg.00'47" West, 88.28 feet, more or less, along the Northeast right-of-way line of State Farm Market Road No. 762 (80 feet wide) for angle point;

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14005.8+/- Acres

The George Foundation

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THENCE, North 45deg,03'42" West, 3259.42 feet, more or less, along the Northeast right-of-way line of said State Farm Market Road No. 762 to the West corner of said 439.1265 Acre Tract;

THENCE, South 45deg. West, 40.0 feet to corner on centerline of said State Farm Market Road No. 762;

THENCE, North 45deg. West, 4900.0 feet, more or less, along the Southwest line of the M.M. Ryon Survey, Abstract 380 and Northeast line of the W.T. Austin League, Abstract 5 to the North corner of the W.T. Austin League, Abstract 5;

THENCE, South 45deg. West, 10,139.6 feet, more or less, along the Northwest line of the W.T. Austin League, Abstract 5 and Southeast line of the Michael Young League, Abstract 99 to the South corner of this tract on the centerline of Big Creek;

THENCE, Northwesterly, along the meanders of the centerline of Big Creek 6250.0 feet, more or less, to the East corner of the original George Foundation 309.5 Acre Tract in Lot 30 of the **SUBDIVISION OF THE BARNABUS WICKSON LEAGUE, ABSTRACT 95;**

THENCE, South 45deg. West, 5552.8 feet, more or less, to Fairchilds Psencik Road to the South corner of the George Foundation call 100 Acre Tract;

THENCE, North 64deg.56' West, 3670.8 feet, more or less, along Fairchilds Psencik Road to the West corner of the George Foundation 102 Acre Tract;

THENCE, North 45deg. East, 5130.56 feet, more or less, to the centerline of Big Creek for corner;

THENCE, Northwesterly, along the meanders of the centerline of Big Creek, 10,800.0 feet, more or less, to the West corner of this tract;

Page 8.
14005.8+/- Acres
The George Foundation
NFBWA

THENCE, Northerly, along the East right-of-way line of State Farm Market Road No. 2977 (Minonite Road) (Volume 392, Page 259; Deed Records and Volume 522, Page 51; Deed Records), with the following courses and distances:

North 39deg.18'50" East, 600.9 feet, more or less, to an angle point;

North 42deg.10'01" East, 4961.3 feet, more or less, to the point of curve to the left;

Along curve to the left with Radius=1196.28 feet, Delta=38deg.49'20", and Length=810.57 feet to the point of tangency;

North 03deg.16'34" East, 6849.28 feet, more or less, to point of curve to the right;

Along curve to the right with Radius=5679.65 feet, Delta=01deg.30', and Length=151.31 feet to point of tangency;

North 01deg.46'34" East, 40.99 feet, more or less, to point of curve to the left;

Along curve to the left with Radius=5779.65 feet, Delta=01deg.30' and Length=151.31 feet to point of tangency;

North 03deg.16'34" East, at 3015.0 feet, more or less, pass the Southwest corner of the City of Rosenberg 216.031 Acre Annexation, at 3265.0 feet, more or less, pass the centerline of Dry Creek, in all 6089.79 feet, more or less to the Northwest corner of this tract; said corner being at the intersection of the East line of State Farm Market Road No. 2977 and the Northeast line of the B.B.B. & C. Railroad Company Survey No. 5, Abstract 129;

THENCE, South 45deg. East, 8611.94 feet, more or less, along the Northeast line of the B.B.B. & C. Railroad Company Survey No. 3, Abstract 128 and B.B.B. & C. Railroad Company Survey No. 5, Abstract 129 to a point for corner in the Northwest line of the Michael Young League, Abstract 99;

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14005.8+/- Acres

The George Foundation

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THENCE, North 45deg. East, 2193.0 feet, more or less, along the Northwest line of the Michael Young League, Abstract 99 and the Northwest line of the Henry Wilcox Survey, Abstract 342 and the Southeast line of the E.P. Everitt Survey, Abstract 387 to the North corner of said Henry Wilcox Survey, Abstract 342;

THENCE, South 64deg.36' East, 5695.7 feet, more or less, along the Northeast line of the Henry Wilcox Survey, Abstract 342 and relocated Southwest line of the Wiley Martin Survey, Abstract 56 to corner;

THENCE, North 24deg.34' East, 11,523.5 feet, more or less, along the Northwest line of Berdett Road to the North corner of the George Foundation Tract and West corner of the State of Texas call 23.011 Acre Tract (Volume 348, Page 611; Deed Records);

THENCE, South 19deg.07' East, 1325.0 feet, more or less, along the Southwest right-of-way line of State Farm Market Road No. 762 to an angle point;

THENCE, South 18deg.59' East, 2711.9 feet, more or less, along the Southwest right-of-way line of State Farm Market Road No. 762 to point of curve to the left;

THENCE, Along a curve to the left marking the Southwest right-of-way line of State Farm Market Road No. 762 with Radius=1380.0 feet, Delta=17deg.48' and Length=428.72 feet to point of tangency;

THENCE, South 36deg. 47' East, 1895.74 feet, more or less, along the Southwest right-of-way line of State Farm Market Road No. 762 to point for corner;

THENCE, North 57deg.47'39" East, at 80.26 feet, more or less, pass the South corner of the Lamar Consolidated Independent School District 139.414 Acre Tract (FBC 2006134323), in all 930.29 feet, more or less, to an angle point;

THENCE, North 58deg.13'58" East, 2081.02 feet, more or less, to the East corner of said Lamar Consolidated Independent School District 139.414 Acre Tract in the Southwest line of the Abner Kuykendall League, Abstract 48 and Northeast line of the Wiley Martin Survey, Abstract 56 to the place of beginning and containing 14,200.8 Acres of Land, more or less, SAVE & EXCEPT THE FOLLOWING DESCRIBED 195 ACRE TRACT, leaving 14,005.8+/- Acres of Land.

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George14000_G4 (2)

14005.8+/- Acres
The George Foundation
NFBWA

A Field Note Description of 195.0 Acres of Land, more or less, in the Michael Young League, Abstract 99, Fort Bend County, Texas.

For Connection Begin at the East corner of the Michael Young League, Abstract 99; said corner being in the intersection of the centerline of Ricefield Road and Gless-Big Creek Road; THENCE, North 45deg. West, 3720.5 feet to the East corner of and **place of beginning** for this tract;

THENCE; South 45deg. West, 3022.0 feet, more or less, to the South corner of this tract;

THENCE, North 45deg. West, 2883.0 feet, more or less, to the West corner of the George Foundation 100.005 Acre Tract (FBC 2003046352);

THENCE, North 45deg. East, 3022.0 feet, more or less, to the North corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. East, 1441.5 feet to the East corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. West, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 358.0 feet, more or less, to corner;

THENCE, North 45deg. East, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 1083.5 feet, more or less, to the place of beginning and containing 195 Acres of Land.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE; Not a field survey, prepared from available information.

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 31, 2007

TRACT 2.

A Field Note Description of 5996.33+/- Acres of Land, being 1790+/- Acres and 531.33+/- Acres of Land in the Robert Peebles League, Abstract 67; 2984.858+/- Acres and 71.142 Acres of Land in the Joseph H. Polley League, Abstract 70 and 619+/- Acres of Land in the John Rabb League, Abstract 73; Fort Bend County, Texas.

Beginning at the Southwest corner of said Robert Peebles League, Abstract 67; said corner marking the Southwest corner of said 531.33+/- Acre Tract (Volume 81, Page 248; Deed Records);

THENCE, North, 4016.0 feet, more or less, to the Northwest corner of this tract;

THENCE, South 89deg.47' East, 3400.0 feet, more or less to a point for corner;

THENCE, South, 1588.0 feet, more or less, to a point for corner;

THENCE, South 89deg.47' East, 3941.50 feet, more or less, to a point for corner;

THENCE, South 00deg.30' West, 2374.0 feet, more or less, to a point in the South line of said Robert Peebles League, Abstract 67 marking the Southwest corner of the Mary D. Myers call 265.68 Acre Tract;

THENCE, Easterly, 9005.0 feet, more or less, along the South line of said Robert Peebles League, Abstract 67 and the North line of the Joseph H. Polley League, Abstract 70 to the Southeast corner of the call T.R. & J.K. Wolters 1000 Acre Tract and a re-entrant corner of this tract;

THENCE, North 00deg.14' West, 8061.0 feet, more or less, to the Northeast corner of said 1000 Acre Tract;

THENCE, North 89deg.46' East, 1116.89 feet, more or less, to a point on Thompsons Oilfield Road for re-entrant corner of this tract;

Page 2.
5996.33+/- Acres
The George Foundation
NFBWA

THENCE, North 00deg.10' West, 2071.44 feet, more or less, to a point marking the Northwest corner of said 619 Acre Tract;

THENCE, North 89deg.56'38" East, 13833.3 feet, more or less, to a point marking the Northeast corner of this tract;

THENCE, Southerly along the Meanders of the Westerly Bank of the Brazos River, approximately 25703.0 feet, more or less, to the Southeast corner of this tract;

THENCE, Westerly, 16535.1 feet, more or less, to the Northeast corner of said 71.142 Acre Tract;

THENCE, South 00deg.05'10" East, 2777.0 feet, more or less, to the Southeast corner of said 71.142 Acre Tract;

THENCE, West, 1116.0 feet, more or less, along the centerline of Sawmill Road to the Southwest corner of said 71.142 Acre Tract;

THENCE, North 00deg.07'34" West, 2771.86 feet, more or less, to the Northwest corner of said 71.142 Acre Tract;

THENCE, Westerly, 4747.06 feet, more or less, to the Southeast corner of the Donovan Farms call 78.142 Acre Tract (Volume 1615, Page 370; Deed Records) and Southerly Southwest corner of this tract;

THENCE, North 00deg.17'45" West, 1380.1 feet, more or less, to the Northeast corner of said Donovan Farms 78.142 Acre Tract and re-entrant corner of this tract;

THENCE, South 89deg.43'10" West, 2486.4 feet, more or less, to the Northwest corner of said Donovan Farms 78.142 Acre Tract;

THENCE, Northerly, 4460.68 feet, more or less, to a point marking the Northwest corner of the call George Foundation 3090 Acre Tract for a re-entrant corner of this tract;

Page 3.
5996.33+/- Acres
The George Foundation
NFBWA

THENCE, Westerly, 2636.0 feet, more or less, to the place of beginning and containing 5996.33+/- Acres of Land.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE; Not a field survey, prepared from available information

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 30, 2007

TRACT 3.

A Field Note Description of 85.885 Acres of Land, being the remainder of the original A.P. George call 103.6 Acre Tract (Volume 138, Page 480; Deed Records), in the Horatio Chriesman League, Ab. 18, Fort Bend County, Texas.

For Connection Beginning at a 1-3/4 inch iron pipe found in the West right-of-way line of Thompsons Oilfield Road (106.6 feet wide at this corner) marking the Southeast corner of the Dr. Delmar Caldwell 97.489 Acre Tract and the Northeast corner of the A.P. George call 103.6 Acre Tract; THENCE, South 00deg.26'52" West, 291.58 feet along the West right-of-way line of Thompsons Oilfield Road to a capped 5/8 inch iron rod stamped "1535-4035" marking the Southeast corner of the Town of Thompsons 5.000 Acre Tract (FBC 2004084224) and the Easterly Northeast corner of and place of **beginning** for this tract;

THENCE, South 00deg.26'52" West, 370.22 feet along the West right-of-way line of Thompsons Oilfield Road to a capped 5/8 inch iron rod stamped "1535-4035" for angle point;

THENCE, South 01deg.03'57" West, 687.19 feet continuing along said West right-of-way line of Thompsons Oilfield Road to a 3/4 inch iron rod with aluminum cap found marking the North corner of a Houston Lighting & Power Company 1.685 Acre Tract (FBC 9608476);

THENCE, South 41deg.40'33" West, 536.71 feet, more or less, to a 3/4 inch iron rod with aluminum cap found marking the Southwest corner of said 1.685 Acre Tract and the Southeast corner of this tract;

THENCE, North 86deg.51'43" West, 1604.83 feet to a 1/2 inch iron pipe marking the Southeast corner of the Town of Thompsons 10.000 Acre Tract (Volume 1988, Page 401; Official Records);

THENCE, North 00deg.10'50" East, 778.90 feet to a 1/2 inch iron pipe marking the Northeast corner of the Town of Thompsons 10.000 Acre Tract;

Page 2.

85.885 Acres

Horatio Chriesman League, Ab. 18

Fort Bend County, Texas

THENCE, North 86deg.51'43" West, 560.0 feet to a point on the centerline of Jerry Road marking the Northwest corner of the Town of Thompsons 10.000 Acre Tract;

THENCE, North 00deg.10'50" East, 992.35 feet along the centerline of Jerry Road to the Northwest corner of this tract;

THENCE, South 86deg.50' East, at 30.0 feet pass an iron pipe in the East right-of-way line of Jerry Road (60 feet wide), in all 1797.69 feet to a point in Dry Bayou marking the Northwest corner of said Town of Thompsons 5.000 Acre Tract;

THENCE, South 01deg.42'30" West, 126.0 feet along the centerline of Dry Bayou to an angle point;

THENCE, South 10deg.57' West, 166.83 feet along the centerline of Dry Bayou to the Southwest corner of said Town of Thompsons 5.000 Acre Tract;

THENCE, South 86deg.50' East, 770.22 feet to the place of beginning and containing 85.885 Acres of Land.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, based on field surveys by our firm dated December 22, 1981; September 3, 1987 and February 24, 2004.

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 31, 2007

TRACT 5.

To be Annexed into Town of Thompsons E.T.J.

A Field Note Description of 172.58 Acres of Land, more or less, in the Michael Young League, Abstract 99, Fort Bend County, Texas.

For Connection Begin at the East corner of the Michael Young League, Abstract 99; said corner being in the intersection of the centerline of Ricefield Road and Gless-Big Creek Road; THENCE, North 45deg. West, 3720.5 feet to the East corner of and place of **beginning** for this tract;

THENCE, South 45deg. West, 2265.04 feet, more or less, to the East corner of the Daniel C. Lenderman 1.3 Acre Tract (FBC 2001088287);

THENCE, North 45deg. West, 1381.5 feet, more or less, to the North corner of the Max E. Wade 1.0 Acre Tract (FBC 2005103374);

THENCE, South 45deg. West, 756.96 feet, more or less, to the West corner of the Harrel H. Knight 1.5 Acre Tract (FBC 2003145038);

THENCE, North 45deg. West, 1501.5 feet, more or less, to the West corner of the George Foundation 100.005 Acre Tract (FBC 2003046352);

THENCE, North 45deg. East, 3022.0 feet, more or less, to the North corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. East, 1441.5 feet to the East corner of said George Foundation 100.005 Acre Tract;

THENCE, South 45deg. West, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 358.0 feet, more or less, to corner;

Page 2.

172.58 Acres

Michael Young League, Ab. 99

Fort Bend County, Texas.

THENCE, North 45deg. East, 608.38 feet, more or less, to corner;

THENCE, South 45deg. East, 1083.5 feet, more or less, to the place of beginning and containing 172.58 Acres of Land, more or less.

Signed: _____

Registered Professional Land Surveyor No. 1535

NOTE; Not a field survey, prepared from available information

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 30, 2007

TRACT 6.

A Field Note Description of the George Foundation call 148.8 Acre Tract, more or less, (Volume 106, Page.538; Deed Records) in the Wm. J. Russell Survey, Abstract 308, Fort Bend County, Texas.

Begin at the West corner of said Wm. J. Russell Survey, Abstract 308 in the Northeast line of the Charles D. Sayre League, Abstract 82 and marks the Southerly Southwest corner of the Silas Jones Survey, Abstract 272;

THENCE, East, 1693.0 feet to the Northeast corner of this tract;

THENCE, South 30deg. East, 4000.0 feet to a point marking the East corner of this tract;

THENCE, South 60deg. West, 1466.0 feet to a point marking the South corner of this tract;

THENCE, North 30deg. West, 4846.0 feet to the place of beginning and containing 148.8 Acres of Land, more or less.

Signed: _____
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, prepared from Deed Call information.

RECEIVED

FEB 04 2013

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

THE GEORGE FOUNDATION

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

November 21, 2012

A Field Note Description of 442.330 Acres of Land, being the Eliza Hundley Browder Tract (FBC 95220837), and being approximately 350.245 Acres, more or less, in the Beaty, Seale & Forwood Survey, Abstract No. 147; approximately 73.878 Acres, more or less, in the John W. McCamley Survey, Abstract 289 and approximately 16.064 Acres and 2.143 Acres, more or less, in the A.P. George Survey, Abstract No. 754; Fort Bend County, Texas.

For Connection Begin at a point on the centerline of State Farm Market Road No. 762 (80 feet wide) marking the South corner of The George Foundation 439.1265 Acre Tract of Land (Volume 2677, Page 1977; Official Records of Fort Bend County, Texas); said corner marking the West corner of and **place of beginning** for this tract;

THENCE, North 64deg.51'55" East (Base Bearing), along the Southeast line of said George Foundation 439.1265 Acre Tract, at 42.70 feet pass a 3/4 inch iron pipe found in the Northeast right-of-way line of said State Farm Market Road No. 762, in all 6231.95 feet to a 3/4 inch iron pipe found marking the North corner of this tract;

THENCE, South 65deg.01'48" East, 1135.53 feet to a 1/2 inch iron pipe found for angle point; said corner marking the most Northerly West corner of the **BRAZOS LAKES SUBDIVISION** (Slides Nos. 1780B, 1781A&B, 1782 A&B, 1783A&B, and 1783A: Plat Records of Fort Bend County, Texas);

THENCE, South 64deg.40'15" East, Continuing along a South line of **BRAZOS LAKES SUBDIVISION**, 167.35 feet to a 5/8 inch capped iron rod stamped "1535-4305" set marking the Northerly East corner of this tract;

THENCE, South 24deg.49'39" West, Continuing along a West line of **BRAZOS LAKES SUBDIVISION**, 592.25 feet to a 1/2 inch iron pipe found marking a re-entrant corner of this tract;

THENCE, South 45deg.10'46" East, Continuing along a Southwest line of **BRAZOS LAKES SUBDIVISION**, 745.62 feet to a 1/2 inch iron rod found marking an East corner of this tract;

Page 2.
442.330 Acres
Eliza Hundley Browder Tract
Fort Bend County, Texas.

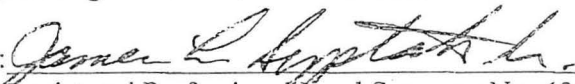
THENCE, South 43deg.52'33" West, Continuing along a Northwest line of **BRAZOS LAKES SUBDIVISION** 129.10 feet to a 1/2 inch iron rod found marking a re-entrant corner of this tract;

THENCE, South 45deg.56'17" East, Continuing along a Southwest line of **BRAZOS LAKES SUBDIVISION**, 142.15 feet to a 1 inch iron pipe found marking a Southerly East corner of this tract;

THENCE, Continuing along the Northwest line of **BRAZOS LAKES SUBDIVISION**, South 45deg.33'55" West, 4557.60 feet to a 1-1/4 inch iron pipe found for angle point;

THENCE, North 89deg.49'30" West, Continuing along the North line of said **BRAZOS LAKES SUBDIVISION**, at 1450.8 feet pass a 60d nail found on the North side of a 12" corner post with flagging, in all 1507.62 feet to a point on the centerline of said State Farm Market Road No. 762 for the Southwest corner of this tract;

THENCE, North 45deg.00'57" West, 3322.36 feet to the place of beginning and containing 442.330 Acres of Land, including 3.068 Acres of Land in said State Farm Market Road No. 762, leaving a net of 439.262 Acres of Land.

Signed: 
Registered Professional Land Surveyor No. 4035



RECEIVED

FEB 11 2013

HENRY STEINKAMP, INC.
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

THE GEORGE FOUNDATION

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

November 30, 2012

A Field Note Description of the Esperanza Interests, LLC call 4.775 Acre Tract of Land (FBC 2009065620); in the Henry Jones League, Abstract No. 39, Fort Bend County, Texas.

Beginning at a Bent-up 1/2 inch iron pipe re-set capped 5/8 inch iron rod stamped "1535-4035" in the Southwest right-of-way line of the G.C. & S.F. Railroad marking the Northwest corner of the original call 35.26580 Acre Tract (See Volume 35, Page 316 and Volume 73, Page 299; Deed Records); said corner marking the Northwest corner of and **place of beginning** for this tract;

THENCE, South 62deg.27'26" East, along the Southwest right-of-way line of said Gulf Colorado & Sante Fe Railroad and along a line 40 feet, more or less, Southwest of and parallel to the centerline of the tracks, at 819.48 feet pass a capped iron rod stamped "Bradford", at 820.43 feet pass the Northwest corner of the 60 foot wide "Road Dedication" recorded in Volume 926, Page 164; Deed Records), in all 851.34 feet to a point on the centerline of Serrato Lane and marking the Northeast corner of this tract;

THENCE, South 40deg.24'20" West, 267.79 feet along the centerline of said Serrato Lane to a point marking the Southeast corner of this tract;

THENCE, North 63deg.30' West, at 30.92 feet pass a point in the Westerly right-of-way line of said 60 foot wide "Road Dedication", at 31.08 feet pass a capped iron rod stamped "Bradford" found, then along a fence line, in all 747.12 feet to a 5/8 inch iron pipe found marking the Southwest corner of this tract:

THENCE, North 17deg.46'48" East, 263.62 feet to the place of beginning and containing 4.775 Acres of Land, including 0.185 Acre in Serrato Lane, leaving a net of 4.590 Acres of Land.

Signed: Franklin R. Schodek
Registered Professional Land Surveyor No. 1535

EXHIBIT C

Exhibit C – Town Proximity Property



Foundation Property Overview



Foundation Property Overview



ORDINANCE NO. 163

AN ORDINANCE OF THE TOWN OF THOMPSONS, TEXAS, DECLARING THE UNOPPOSED CANDIDATES IN THE MAY 2017 GENERAL TOWN ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Town of Thompsons ordered a general municipal officers election to be held on May 6, 2017, for the purpose of electing members to the City Council; and

WHEREAS, the deadline for filing applications for a place on the ballot of the City's municipal officers election has expired as provided by Section 143.007 of the Texas Election Code; and

WHEREAS, the City Secretary, in accordance with Section 2.054, TEXAS ELECTION CODE, has certified to the City Council in writing that each candidate for the ballots is unopposed for election to office, that no person has made a declaration of write-in candidacy, and that there is no proposition on the ballot; and

WHEREAS, under these circumstances, the City Council hereby finds and determines that each candidate whose name is to appear on the ballot in said election is unopposed and that Chapter 2 of the Texas Election Code authorizes the City Council to cancel the election and declare the candidates elected to office; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF THOMPSONS, TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. In accordance with Section 2.053(a), TEXAS ELECTION CODE, the following unopposed candidates are hereby declared duly elected to the respective offices shown:

Alderman Position Carol M. Gubbels

Alderman Position Gina Treadgold

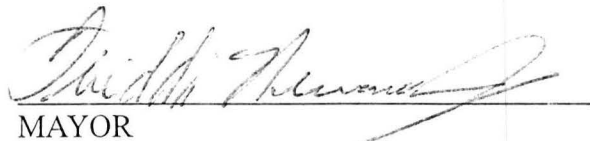
Section 3. Pursuant to Section 2.053(b), TEXAS ELECTION CODE, the general municipal officers election heretofore called and ordered by Town of Thompsons shall not be held and is hereby cancelled.

Section 4. The City Secretary is hereby directed to cause a copy of this Ordinance to be posted on election day (May 6, 2017) at the polling place that would have been used in such election.

Section 5. In the event any word, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall be adjudged invalid or unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

Section 6. This ordinance shall take effect upon its final passage..

PASSED, APPROVED, AND ADOPTED this 16th day of March, 2017.


MAYOR

ATTEST:


City Secretary

NOW THEREFORE BE ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: the fact in the preamble of this ordinance are hereby found and determined to be true and correct and this Ordinance shall become effective immediately upon its passage and adoption.

The Town Secretary is hereby directed to keep a file of this ordinance with the City files.

This ordinance shall take effect and be in force from and after its passage and approval. Passed and adopted following the first reading hereof this 16th day of March, A.D., 2017.

ALDERMAN Carl M. Zupke ALDERMAN Rita Megan Miller

ALDERMAN Edward E. Taylor ALDERMAN _____

ALDERMAN _____ ALDERMAN _____

ATTEST

Mary Ann Manna

MARY ANN MANNA, SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance Number 163, finally passed and approved by the Town of Thompsons, following the first reading thereof at a regular meeting held the 16th day of March 2017, and the statement is duly attested by the Secretary and that same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and official seal of the Town of Thompsons, Fort Bend County, Texas, this the 16th day of March, 2017.

ATTEST:
Mary Ann Manna

SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)

CERTIFICATION PURSUANT TO SECTION 2.052, TEXAS ELECTION CODE

I, Mary Ann Manna, City Secretary of the TOWN OF THOMPSONS, Texas, being the authority responsible for having the official ballot prepared for the general municipal officers election for May 6, 2017, do hereby certify, pursuant to Section 2.052, TEXAS ELECTION CODE, as follows:

- a. There is no proposition on the ballot;
- b. No person has made a declaration of write-in candidacy;
- c. The following candidates are unopposed:

Carol M. Gubbels is unopposed for election to the office of Alderman, Position No. _____; and

Gina Treadgold is unopposed for election to the office of Alderman, Position No. _____.

Dated this 16th day of March, 2017

Mary Ann Manna
City Secretary
TOWN OF THOMPSONS, Texas

(SEAL)

Incorporated 1979

Telephone: 281-343-9929

FAX: 281-343-7786

TOWN OF THOMPSONS

P. O. BOX 29

THOMPSONS, TEXAS 77481

MAYOR

FREDDIE NEWSOME, JR

ALDERMEN

RITA M. MILLER

DEBORAH BROWN

GINA S. TREADGOLD

CAROL M. GUBBELS

EDWARD E. TAYLOR

April 20, 2017

Dianne Wilson
Fort Bend County Clerk
301 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

Please find enclosed the Town of Thompsons Fiscal Budget for May 1, 2017 through April 30, 2018, for your files.

If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,



Freddie Newsome, Jr.
Mayor

FN/mam

Enclosures

ORDINANCE NO. 164

**ADOPTION OF BUDGET
FISCAL YEAR 5-1-17 THROUGH 4-30-18**

WHEREAS, pursuant to the laws of the State of Texas for General Law cities, the budget covering proposed expenditures for the fiscal year beginning May 1, 2017 and ending April 30, 2018 was filed with the City Secretary and was posted in Fort Bend Herald and bulletin board outside City Hall as required; and

WHEREAS, a public hearing was held by the City Council of Aldermen of the Town of Thompsons, Texas, on said budget on April 20, 2017, at which time said budget was fully considered, and interested taxpayers were heard by City Council;

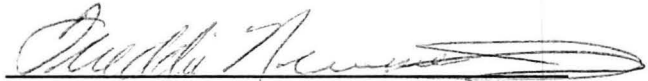
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

That the budget estimate of the revenues and expenditures for the Town of Thompsons, Texas as presented by the Mayor and appropriated by the City Council for the fiscal year beginning May 1, 2017 and ending April 30, 2018, be and it is hereby adopted as the budget for such fiscal year:

That the attached "Exhibit A" with written comments of expenditures be declared as necessary for operating expenses for the Town of Thompsons;


That the Ordinance be in full force and effect from and after its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, upon first and final reading at a Regular Council Meeting on the 20th day of April, 2017 by a vote of 5 "AYES", 0 "NAYS" and 0 "ABSTENTIONS".


Freddie Newsome, Jr.-Mayor


TOWN OF THOMPSONS


Gina S. Treadgold-Alderman


Rita M. Miller- Alderman


Edward E. Taylor-Alderman

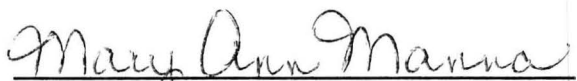

Carol M. Gubbels-Alderman


Deborah Brown-Alderman

ATTEST



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018


Mary Ann Manna-City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 164, finally passed and approved by the Town of Thompsons, following the First and final reading thereof at regular meetings held on the 16th day of February and the 16th day of March.


Mary Ann Manna-City Secretary

Town of Thompsons, Texas
Budget - 2017-2018

	Budget 2017-2018	Budget 2016-2017	Budget Difference
Income			
4050 - Grants	\$ -	\$ -	\$ -
4100 - Taxes and Assessments			
4130 - Sales & Use Tax	\$ 54,000.00	\$ 62,000.00	\$ (8,000.00)
4140 - Franchise Fees/Ind Agrmnt	\$ 943,720.00	\$ 933,560.00	\$ 10,160.00
Total 4100 - Taxes and Assessments	\$ 997,720.00	\$ 995,560.00	\$ 2,160.00
4200 - Interest Income			
4202 - Texpool Interest	\$ 400.00	\$ 85.00	\$ 315.00
4203 - Frost Interest	\$ 442,000.00	\$ 442,922.98	\$ (922.98)
4204 - Interest Other	\$ -	\$ -	\$ -
Total 4200 - Interest Income	\$ 442,400.00	\$ 443,007.98	\$ (607.98)
4600 - Other Income	\$ -	\$ -	\$ -
Total Income	\$ 1,440,120.00	\$ 1,438,567.98	\$ 1,552.02
Expense			
5100 - Health and Safety			
5200 Volunteer Fire Department			
5201 - Payroll	\$ 5,641.00	\$ 5,641.00	\$ -
5204 - Other Expenses	\$ 1,101.12	\$ 11,671.86	\$ (10,570.74)
5206 Maint & Fuel	\$ 4,500.00	\$ 4,364.97	\$ 135.03
5207 - Equipment	\$ -	\$ 9,000.00	\$ (9,000.00)
Total 5200 - Volunteer Fire Dept	\$ 11,242.12	\$ 30,677.83	\$ (19,435.71)
5300 - Trash Service	\$ 9,000.00	\$ 18,000.00	\$ (9,000.00)
Total 5100 - Health and Safety	\$ 20,242.12	\$ 48,677.83	\$ (28,435.71)
5400 - Police Department			
5401 - Payroll	\$ 49,200.00	\$ 49,200.00	\$ -
5405 - Other Expenses	\$ 10,000.00	\$ 17,960.00	\$ (7,960.00)
Total 5400 - Police Department	\$ 59,200.00	\$ 67,160.00	\$ (7,960.00)
5500 - Park Services			
5501 - Payroll	\$ 44,000.00	\$ 43,928.00	\$ 72.00
5503 - Maintenance Park	\$ 18,000.00	\$ 16,000.00	\$ 2,000.00
5505 - Other Expenses	\$ -	\$ -	\$ -
5506 - Summer Park Program	\$ 6,500.00	\$ 4,025.00	\$ 2,475.00
5507 - Utilities park	\$ 2,200.00	\$ 2,100.00	\$ 100.00
Total 5500 - Park Services	\$ 70,700.00	\$ 66,053.00	\$ 4,647.00
6000 - General Government Expenses			
6020 - Advertising	\$ 150.00	\$ 150.00	\$ -
6060 - Bank Service Charges	\$ 2,500.00	\$ 3,800.00	\$ (1,300.00)
6190 - Continuing Education	\$ 200.00	\$ 100.00	\$ 100.00
6220 - Dues & Subscriptions	\$ 2,000.00	\$ 2,000.00	\$ -
6223 - Election Expense	\$ 3,500.00	\$ 3,765.00	\$ (265.00)
6380 - Insurance	\$ 45,000.00	\$ 44,819.00	\$ 181.00
6550 - Office Supplies	\$ 10,000.00	\$ 10,000.00	\$ -
6560 - Payroll	\$ 49,000.00	\$ 48,703.00	\$ 297.00
6580 - Employer taxes	\$ 9,564.80	\$ 11,748.00	\$ (2,183.20)
6590 - Payroll Retirement match Employee	\$ 3,400.00	\$ 3,382.22	\$ 17.78
6610 - Postage & Delivery	\$ 1,400.00	\$ 1,400.00	\$ -

Town of Thompsons, Texas
 Budget - 2017-2018

	Budget 2017-2018	Budget 2016-2017	Budget Difference
6640 - Professional Fees	\$ 62,000.00	\$ 60,300.00	\$ 1,700.00
6710 - Repairs			
6720 - Building Repairs	\$ 14,500.00	\$ 13,000.00	\$ 1,500.00
6710 - Repairs - Other and Street	\$ -	\$ 375,000.00	\$ (375,000.00)
Total 6710 - Repairs	\$ 14,500.00	\$ 388,000.00	\$ (373,500.00)
6880 - Telephone	\$ 15,000.00	\$ 15,000.00	\$ -
6900 - Travel & Expense	\$ 10,000.00	\$ 10,000.00	\$ -
6940 - Utilities - Street Lights	\$ 28,000.00	\$ 28,000.00	\$ -
6945 - Capital Improvements	\$ -	\$ -	\$ -
6950 - Gas & Electric	\$ 2,400.00	\$ -	\$ 2,400.00
6960 - Landscaping	\$ 800.00	\$ -	\$ 800.00
6970 - Contingency Fund	\$ 50,000.00	\$ 50,000.00	\$ -
Total 6000 - General Government Expense	\$ 307,014.80	\$ 681,167.22	\$ (374,152.42)
Total Expense	\$ 457,156.92	\$ 863,058.05	\$ (405,901.13)
Net Income	\$ 982,963.08	\$ 575,509.93	\$ 407,453.15

ORDINANCE NO. 165

AN ORDINANCE OF THE TOWN OF THOMPSONS PROHIBITING FISHING FROM OR UNDER ANY BRIDGE WITHIN THE CITY; PROVIDING A PENALTY NOT TO EXCEED \$200.00 FOR EACH DAY OF VIOLATION; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND MAKING OTHER PROVISIONS RELATED THERETO.

Whereas the Texas Legislature adopted Section 66.008, Fishing From Bridge, of the Parks and Wildlife Code which provides, in part, that no person may fish from the deck or road surface of any bridge or causeway on a road maintained by the Texas Department of Transportation, or deposit or leave any dead fish, crab, or bait on the deck or road surface of any such bridge or causeway; and

Whereas, in order to protect the public, the Board of Aldermen of the Town of Thompsons also desires to prohibit fishing from any bridge located within the Town that is not maintained by the Texas Department of Transportation;

Now, therefore, **BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, THAT:**

SECTION 1. NO FISHING FROM BRIDGE. No person may fish from the deck or road surface of any bridge or causeway on any road within the Town of Thompsons.

SECTION 2. FISHING FROM CERTAIN LOCATIONS.

(a) Fishing means any activity involving the catching or hunting of fish, crabs, bait, or any other water based creatures, no matter if the enterprise is commercial or recreational in nature.

(b) It shall be unlawful for any person to fish in the waters on or under any bridge on Booth Track Road, Cortez Road, Smithers Lake Road, or YU Jones Road.

SECTION 3. PENALTY. Any person who violates any provision of Section 1 or Section 2 of this Ordinance shall be, upon conviction, guilty of a class C misdemeanor and shall be subject to a fine in the sum not to exceed two hundred

dollars (\$200.00). Every incident shall constitute a separate offense allowing for a separate penalty.

SECTION 4. SIGNS. The Mayor is hereby authorized and directed to post appropriate signs on all bridges and causeways affected by this ordinance.

SECTION 5. SAVINGS PROVISION. It is the intent of the Town that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution and the Texas Constitution. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Town of Thompsons, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

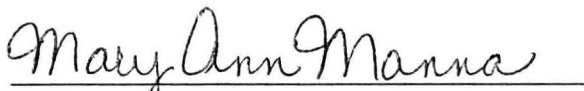
SECTION 6. PUBLICATION; EFFECTIVE DATE. The Mayor is hereby authorized and directed to have this ordinance published in the official newspaper of the Town, and this ordinance takes effect when adopted and published as required by Chapter 52 of the Texas Local Government Code.

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF TOWN OF THOMPSONS HELD ON THE 15th DAY OF February, 2018.



Freddie Newsome, Jr., Mayor

ATTEST:



Mary Ann Manna, City Secretary

Prepared by Scott Bounds, Olson & Olson LLP.

Incorporated 1979

Telephone: 281-343-9929

FAX: 281-343-7786

TOWN OF THOMPSONS

P. O. BOX 29

THOMPSONS, TEXAS 77481

MAYOR

FREDDIE NEWSOME, JR

ALDERMEN

JACQUELINE NORWOOD

DEBORAH BROWN

GINA S. TREADGOLD

CAROL M. GUBBELS

EDWARD E. TAYLOR

April 19, 2018

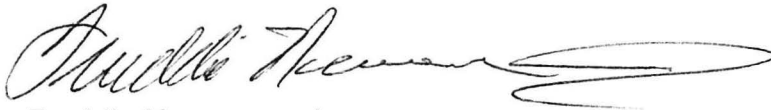
Dianne Wilson
Fort Bend County Clerk
301 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

Please find enclosed the Town of Thompsons Fiscal Budget for May 1, 2018 through April 30, 2019, for your files.

If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,



Freddie Newsome, Jr.
Mayor

FN/mam

Enclosures

ORDINANCE NO. 166

**ADOPTION OF BUDGET
FISCAL YEAR 5-1-18 THROUGH 4-30-19**

WHEREAS, pursuant to the laws of the State of Texas for General Law cities, the budget covering proposed expenditures for the fiscal year beginning May 1, 2018 and ending April 30, 2019 was filed with the City Secretary and was posted in Fort Bend Herald and bulletin board outside City Hall as required; and

WHEREAS, a public hearing was held by the City Council of Aldermen of the Town of Thompsons, Texas, on said budget on April 19, 2018, at which time said budget was fully considered, and interested taxpayers were heard by City Council;

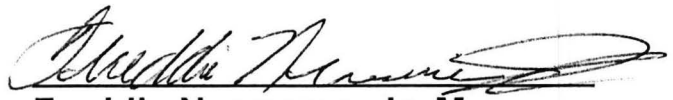
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

That the budget estimate of the revenues and expenditures for the Town of Thompsons, Texas as presented by the Mayor and appropriated by the City Council for the fiscal year beginning May 1, 2018 and ending April 30, 2019, be and it is hereby adopted as the budget for such fiscal year:

That the attached "Exhibit A" with written comments of expenditures be declared as necessary for operating expenses for the Town of Thompsons;


That the Ordinance be in full force and effect from and after its adoption.

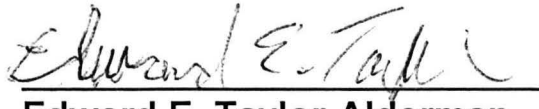
PASSED AND APPROVED BY THE CITY COUNCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, upon first and final reading at a Regular Council Meeting on the 14th day of April, 2018 by a vote of 5 "AYES", 0 "NAYS" and 0 "ABSTENTIONS".


Freddie Newsome, Jr.-Mayor


TOWN OF THOMPSONS


Gina S. Treadgold-Alderman


Jacqueline Norwood- Alderman


Edward E. Taylor-Alderman


Carol M. Gubbels-Alderman


Deborah Brown-Alderman

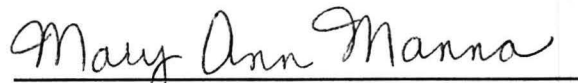
ATTEST



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
02-11-2022


Mary Ann Manna-City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 166, finally passed and approved by the Town of Thompsons, following the First and final reading thereof at regular meetings held on the 15th day of February and the 15th day of March.


Mary Ann Manna-City Secretary

Town of Thompsons, Texas
 Budget - 2018-2019

Budget 2018-2019

Income

4050 - Grants	\$	-	
4100 - Taxes and Assessments			
4130 - Sales & Use Tax	\$	54,000.00	\$4500/mo
4140 - Franchise Fees/Ind Agrmnt	\$	961,480.00	
Total 4100 - Taxes and Assessments	\$	1,015,480.00	
4200 - Interest Income			
4202 - Texpool Interest	\$	400.00	
4203 - Frost Interest	\$	442,000.00	
4204 - Interest Other	\$	-	
Total 4200 - Interest Income	\$	442,400.00	
4600 - Other Income	\$	-	
Total Income	\$	1,457,880.00	

Expense

5100 - Health and Safety			
5200 Volunteer Fire Department			
5201 - Payroll	\$	6,100.00	
5204 - Other Expenses	\$	6,235.00	
5206 Maint & Fuel	\$	4,500.00	
5207 - Equipment	\$	33,520.00	2 vehicles \$15,000
Total 5200 - Volunteer Fire Dept	\$	50,355.00	
5300 - Trash Service	\$	9,000.00	
Total 5100 - Health and Safety	\$	59,355.00	
5400 - Police Department			
5401 - Payroll	\$	50,400.00	
5405 - Other Expenses	\$	11,000.00	
Total 5400 - Police Department	\$	61,400.00	
5500 - Park Services			
5501 - Payroll	\$	47,500.00	
5503 - Maintenance Park	\$	18,000.00	
5505 - Other Expenses	\$	4,000.00	
5506 - Summer Park Program	\$	6,500.00	
5507 - Utilities park	\$	2,200.00	
Total 5500 - Park Services	\$	78,200.00	
6000 - General Government Expenses			
6020 - Advertising	\$	150.00	

Town of Thompsons, Texas

Budget - 2018-2019

Budget 2018-2019

6060 - Bank Service Charges	\$	2,500.00	
6190 - Continuing Education	\$	200.00	
6220 - Dues & Subscriptions	\$	2,000.00	
6223 - Election Expense	\$	3,500.00	
6380 - Insurance	\$	45,000.00	
6550 - Office Supplies	\$	10,000.00	
6560 - Payroll	\$	49,000.00	
6580 - Employer taxes	\$	9,564.80	
6590 - Payroll Retirement match Employee	\$	3,400.00	
6610 - Postage & Delivery	\$	1,400.00	
6640 - Professional Fees	\$	97,000.00	\$35K for elevations
6710 - Repairs			
6720 - Building Repairs	\$	14,500.00	
6710 - Repairs - Other and Street	\$	-	
Total 6710 - Repairs	\$	14,500.00	
6880 - Telephone	\$	15,000.00	
6900 - Travel & Expense	\$	10,000.00	
6940 - Utilities - Street Lights	\$	28,000.00	
6945 - Office Equipment	\$	1,000.00	
6950 - Gas & Electric	\$	2,400.00	
6960 - Landscaping	\$	1,500.00	
6970 - Contingency Fund	\$	50,000.00	
Total 6000 - General Government Expense	\$	343,714.80	
Total Expense	\$	542,669.80	
Net Income	\$	915,210.20	

**CERTIFICATION
OF
CITY SECRETARY**

I hereby certify that I am the City Secretary of the City of Thompsons and the authority responsible for having the official ballot prepared for the May 4, 2019 election. I further certify that the following candidates are unopposed for election to the office of Aldermen in the May 4, 2019 election:

**Alderman-Jacqueline D. Norwood
Alderman-Gina P. Treadgold
Alderman-Carol M. Gubbels**

Mary Ann Manna

**City Secretary
Town of Thompsons
March 21, 2019**

**TOWN OF THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDINANCE NUMBER 167A

AN ORDINANCE DECLEARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE:

WHEREAS: under Subchapter C, ("Election of Unopposed Candidate"), Section 2.051-2.054 of the Election Code of the State of Texas:

CHAPTER 2 SUBCHAPTER C VERNON'S TEXAS CODES ANNOTATED
ELECTIONS

ELECTION OF UNOPPOSED CANDIDATE

SECTION 2.051: APPLICABILITY OF SUBCHAPTER. This subchapter applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write in candidates and in which:

- (1) each candidate whose name is to appear on the ballot is unopposed;
- and
- (2) no proposition is to appear on the ballot.

SECTION 2.052: CERTIFICATION OF UNOPPOSED STATUS. (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office in:

- (1) only one candidate's name is to be placed on the ballot for that office under Section 52.003; and
 - (2) no candidate's name is to be placed on a list of write-in candidates for that office under applicable law.
- (b.) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadline for placement on the ballot and a list of write-in candidates.

SECTION 2.053: ACTION ON CERTIFICATION: (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election.

© A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

WHEREAS; as certification has been delivered to the governing body of the Town of Thompsons, Fort Bend County, Texas by the City Secretary stating that there are no opposed candidates and that no proposition is to appear on the ballot.

WHEREAS: all criteria have been met under the Texas Election Code, the Mayor and Aldermen of the Town of Thompsons, Fort Bend County, Texas declare the following unopposed candidate are duly elected to the position listed:

- Alderman: Jacqueline D. Norwood
- Alderman: Gina P. Treadgold
- Alderman: Carol M. Gubbels

WHEREAS: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Town of Thompsons in adopting this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

WHEREAS: Any ordinance or parts of ordinances in conflict: herewith, are repealed to the extent of their conflict only.

NOW THEREFORE BE ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: the fact in the preamble of this ordinance are hereby found and determined to be true and correct and this Ordinance shall become effective immediately upon its passage and adoption.

The Town Secretary is hereby directed to keep a file of this ordinance with the City files.

This ordinance shall take effect and be in force from and after its passage and approval. Passed and adopted following the first reading hereof this 21st day of March, A.D., 2019.

MAYOR *Steddie Henry* ALDERMAN *Debra*
ALDERMAN *Carol Gubbels* ALDERMAN *Edward E. Taylor*
ALDERMAN *Jacqueline Norwood* ALDERMAN _____

ATTEST

Mary Ann Manna

MARY ANN MANNA, SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
02-11-2022

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance Number 167A, finally passed and approved by the Town of Thompsons, following the first reading thereof at a regular meeting held the 21st day of March 2019, and the statement is duly attested by the Secretary and that same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and official seal of the Town of Thompsons, Fort Bend County, Texas, this the 21st day of March, 2019.

ATTEST:

Mary Ann Manna

SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
02-11-2022

**PEBLO DE THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDENAZA NUMERO 167B

Una ordenanza declarando cada candidato sin oposicion electado a la oficio:

Mientras que; en Subcapitulo C, ("Eleccion de Candidato Sin Oposicion"), Seccion 2.051-2.054 de el ElectionCodigo del Estado de Tejas:

CAPITULO 2 SUBCAPITULO C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECCION DE CANDIDATO SIN OPOSICION

SECCION 2.051: APLICABILIDAD DE SUBCAPITULO. Este subcapitulo aplica solamente a una eleccion para oficiales de una subdivision politico otra cosa que un condado en que votos de escrito pueden estar contado solamente para nombres que aparecen en un lista que esta escrito de candidatos y en que:

- (1) Cada candidato que su nombre aparece en la balota es sin oposicion; y
- (2) No proporcion es de aparecer en la balota.

SECCION 2.052: CERTIFICACION DE CONDICION SIN OPOSICION.

- (a) La autoridad responsable de tener labalota preparado oficial para formar certificar en escrito que el candidato es sin oposicion para el eleccion de un oficio en:
 - (1) Solamente uno candidato's nombre estar puesto en la balota por esa oficio en seccion 52.003; y
 - (2) No candidato's nombre es puesto en la lista de candidatos escrito para el oficio aplicable de la ley.
- (b) El certificacion habre estado entregado a la cuerpo de gobernar de un subdivision politico lo mas pronto posible despues del solicitado linea vedada para colocacion en la balota y una lista de candidatos escrito.

SECCION 2.053: ACCION DE CERTIFICACION:

- (a) En ricibo de certificacion, el cuerpo de gobenar de un subdivision de orden o ordenanza puede declarar cada candidato sin oposicion para elegido a la oficio.
- (b) Si una declaracion es inventado en subseccion (a), no hay elecciones. Una copia del orden or ordenanza sera puesto en el dia de eleccion a cada cabina de votar que fue usado en la eleccion.
- (c) Un certificacion de eleccion sera dado para cada candidato en el mismo manera a condicion para un candidato electado a la elecciones.

Mientras que; una certificacion ha entregado al cuerpo de gobernar del Pueblo de Thompsons, Fort Bend County, Texas por el Secretario de la Ciudad diciendo que no hay candidatos de oposicion y que no hay proporcions en la balota.

Mientras que: todo criterio ha encontrado por el Texas Election Code, el Alcalde y Concejal del Pueblo de Thompsons, Fort Bend County, Texas declarar el proximo candidato sin oposicion estan electado a el posicion:

Concejal: Jacqueline D. Norwood
Concejal: Gina P. Treadgold
Concejal: Carol M. Gubbels

Mientras que; Si hay provision, seccion, subseccion, frase, clausula o fase de este ordenanza, o aplicacion de misma persona o circunstancia, es para alguna razon esta inconstitucional, vacio, invalido (o por una razon inejecutable), el valido de la porcions restante de esta ordenanza o de su aplicacion a otras personas o de circunstancia no sera afectado de este modo, es el intento del Consejo de Concejal del Pueblo de Thompsons en adoptando este ordenanza, que no porcion o provision o regulacion contenido hay hecho inoperante o faltar por razon de algun anticonstitucional o invalido de algun porcion, provision o regulacion, y asta el fin, todo provisions de este ordenanza son declarar de estar separado.

Mientras que; Algun ordenanza o partes de ordenanzas en conflicto estan revocando al la extension de su conflicto solamente.

Ahora por eso ordenando por el Consejo de Concejal del Pueblo de Thompsons, Fort Bend County, Texas: el facto en el preambulo de este ordenanza son por estas fundar y determinado estar verda y correcto y esta Ordenanza sera efecto inmediateamente encima de pasaje y adopcion.

La Secretaria del Pueblo esta directado a poner en fila un copia certificado de este ordenanza con la oficina de Secretaria de State Elections Divisions para el State of Texas.

Esta ordenanza sera efecto y hacer cumplir de y despues de pasaje y aprobacion.
Pasado y adoptado despunes de primero leyendo este 21st dia de Marzo, A.D., 2019.

ALCALDE *Steddie Thompson* CONCEJAL *Ned Matt*
CONCEJAL *Carol Gubbels* CONCEJAL *Edward E. Taylor*
CONCEJAL *Jacqueline D. Norwood* CONCEJAL _____

ATESTIGUAR:

Mary Ann Manna

MARY ANN MANNA, SECRETARIA
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
02-11-2022

Yo, Mary Ann Manna, Secretaria de la Ciudad del Pueblo de Thompsons, Fort Bend County, Texas ha certificado que todo es verdad y copia correcto de Ordenanza numero 167B, finalmente pasado y aprobado para el Pueblo de Thompsons, despues de primero leyendo en la junta regular el 21st dia de Marzo, 2019 y el declaracion es astestiguado por la secretaria y que mismo ha absorbido y alistado en los registardos del Pueblo de Thompsons, Fort Bend County, Texas.

Ejecutado, debajo de mi mano y sello oficial del Pueblo de Thompsons, Fort Bend County, Texas, este 21st, dia de Marzo, 2019.

ATESTIGUAR:

Mary Ann Manna

SECRETARIA

DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
02-11-2022

Incorporated 1979

Telephone: 281-343-9929

FAX: 281-343-7786

TOWN OF THOMPSONS

P. O. BOX 29

THOMPSONS, TEXAS 77481

MAYOR

FREDDIE NEWSOME, JR

ALDERMEN

JACQUELINE NORWOOD

DEBORAH BROWN

GINA S. TREADGOLD

CAROL M. GUBBELS

EDWARD E. TAYLOR

April 18, 2019

Dianne Wilson
Fort Bend County Clerk
301 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

Please find enclosed the Town of Thompsons Fiscal Budget for May 1, 2019 through April 30, 2020 for your files.

If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,



Freddie Newsome, Jr.
Mayor

FN/mam

Enclosures

ORDINANCE NO. 168

**ADOPTION OF BUDGET
FISCAL YEAR 5-1-19 THROUGH 4-30-20**

WHEREAS, pursuant to the laws of the State of Texas for General Law cities, the budget covering proposed expenditures for the fiscal year beginning May 1, 2019 and ending April 30, 2020 was filed with the City Secretary and was posted in Fort Bend Herald and bulletin board outside City Hall as required; and

WHEREAS, a public hearing was held by the City Council of Aldermen of the Town of Thompsons, Texas, on said budget on April 18, 2019, at which time said budget was fully considered, and interested taxpayers were heard by City Council;


NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

That the budget estimate of the revenues and expenditures for the Town of Thompsons, Texas as presented by the Mayor and appropriated by the City Council for the fiscal year beginning May 1, 2019 and ending April 30, 2020, be and it is hereby adopted as the budget for such fiscal year:

That the attached "Exhibit A" with written comments of expenditures be declared as necessary for operating expenses for the Town of Thompsons;

That the Ordinance be in full force and effect from and after its adoption.


PASSED AND APPROVED BY THE CITY COUNCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, upon first and final reading at a Regular Council Meeting on the 18th day of April, 2019 by a vote of 3 "AYES", 0 "NAYS" and 0 "ABSTENTIONS".


Freddie Newsome, Jr.-Mayor

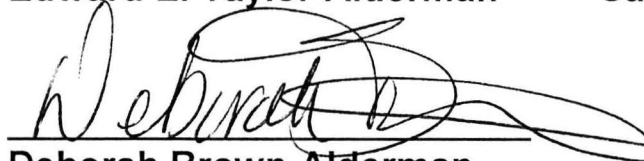
TOWN OF THOMPSONS

Gina S. Treadgold-Alderman

Jacqueline Norwood- Alderman


Edward E. Taylor-Alderman


Carol M. Gubbels-Alderman


Deborah Brown-Alderman

ATTEST



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
02-11-2022


Mary Ann Manna-City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 168, finally passed and approved by the Town of Thompsons, following the First and final reading thereof at regular meetings held on the 21st day of February and the 21st day of March.


Mary Ann Manna-City Secretary

Town of Thompsons, Texas
Budget - 2019-2020

	Budget 2019- 2020
Income	
4050 - Grants	\$ -
4100 - Taxes and Assessments	
4130 - Sales & Use Tax	\$ 15,000.00
4140 - Franchise Fees/Ind Agrmnt	<u>\$ 1,004,240.00</u>
Total 4100 - Taxes and Assessments	<u>\$ 1,019,240.00</u>
4200 - Interest Income	
4202 - Texpool Interest	\$ 400.00
4203 - Frost Interest	\$ 442,000.00
4204 - Interest Other	\$ -
Total 4200 - Interest Income	<u>\$ 442,400.00</u>
4600 - Other Income	\$ -
Total Income	<u><u>\$ 1,461,640.00</u></u>

Expense

5100 - Health and Safety	
5200 Volunteer Fire Department	
5201 - Payroll	\$ 6,710.00
5204 - Other Expenses	\$ 6,858.50
5206 Maint & Fuel	\$ 4,950.00
5207 - Equipment	<u>\$ 15,000.00</u>
Total 5200 - Volunteer Fire Dept	<u>\$ 33,518.50</u>
5300 - Trash Service	<u>\$ 9,900.00</u>
Total 5100 - Health and Safety	<u>\$ 43,418.50</u>
5400 - Police Department	
5401 - Payroll	\$ 55,440.00
5405 - Other Expenses	\$ 12,100.00
5207 - Equipment	<u>\$ 9,500.00</u>
Total 5400 - Police Department	<u>\$ 77,040.00</u>
5500 - Park Services	
5501 - Payroll	\$ 52,250.00
5503 - Maintenance Park	\$ 19,800.00
5505 - Other Expenses	\$ 4,400.00
5506 - Summer Park Program	\$ 7,150.00
5507 - Utilities park	\$ 2,420.00

Total 5500 - Park Services	\$	86,020.00
6000 - General Government Expenses		
6020 - Advertising	\$	165.00
6060 - Bank Service Charges	\$	2,750.00
6190 - Continuing Education	\$	220.00
6220 - Dues & Subscriptions	\$	2,200.00
6223 - Election Expense	\$	-
6380 - Insurance	\$	49,500.00
6550 - Office Supplies	\$	11,000.00
6560 - Payroll	\$	53,900.00
6580 - Employer taxes	\$	10,521.28
6590 - Payroll Retirement match Employee	\$	3,740.00
6610 - Postage & Delivery	\$	1,540.00
6640 - Professional Fees	\$	106,700.00
6710 - Repairs		
6720 - Building Repairs	\$	15,950.00
6710 - Repairs - Other and Street	\$	-
Total 6710 - Repairs	\$	15,950.00
6880 - Telephone	\$	16,500.00
6900 - Travel & Expense	\$	11,000.00
6940 - Utilities - Street Lights	\$	30,800.00
6945 - Office Equipment	\$	1,100.00
6950 - Gas & Electric	\$	2,640.00
6960 - Landscaping	\$	1,650.00
6970 - Contingency Fund	\$	200,000.00
Total 6000 - General Government Expense	\$	521,876.28
Total Expense	\$	<u>728,354.78</u>
Net Income	\$	<u>733,285.22</u>

Incorporated 1979

Telephone: 281-343-9929
FAX: 281-343-7786

TOWN OF THOMPSONS

P. O. BOX 29

THOMPSONS, TEXAS 77481

MAYOR
FREDDIE NEWSOME, JR

ALDERMEN
JACQUELINE NORWOOD
DEBORAH BROWN
GINA S. TREADGOLD
CAROL M. GUBBELS
EDWARD E. TAYLOR

April 16, 2020

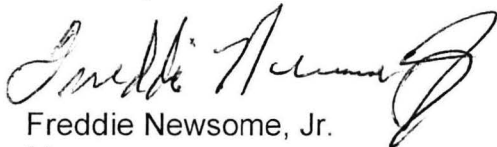
Dianne Wilson
Fort Bend County Clerk
301 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

Please find enclosed the Town of Thompsons Fiscal Budget for May 1, 2020 through April 30, 2021 for your files.

If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,



Freddie Newsome, Jr.
Mayor

FN/mam

Enclosures

ORDINANCE NO. 169

**ADOPTION OF BUDGET
FISCAL YEAR 5-1-20 THROUGH 4-30-21**

WHEREAS, pursuant to the laws of the State of Texas for General Law cities, the budget covering proposed expenditures for the fiscal year beginning May 1, 2020 and ending April 30, 2021 was filed with the City Secretary and was posted in Fort Bend Herald and bulletin board outside City Hall as required; and

WHEREAS, a public hearing was held by the City Council of Aldermen of the Town of Thompsons, Texas, on said budget on April 16, 2020, at which time said budget was fully considered, and interested taxpayers were heard by City Council;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

That the budget estimate of the revenues and expenditures for the Town of Thompsons, Texas as presented by the Mayor and appropriated by the City Council for the fiscal year beginning May 1, 2020 and ending April 30, 2021, be and it is hereby adopted as the budget for such fiscal year:

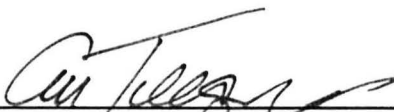
That the attached "Exhibit A" with written comments of expenditures be declared as necessary for operating expenses for the Town of Thompsons;

That the Ordinance be in full force and effect from and after its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, upon first and final reading at a Regular Council Meeting on the 16th day of April, 2020 by a vote of 5 "AYES", 0 "NAYS" and 0 ABSTENTIONS".



Freddie Newsome, Jr.-Mayor

TOWN OF THOMPSONS


Gina S. Treadgold-Alderman


Jacqueline Norwood- Alderman


Edward E. Taylor-Alderman



Carol M. Gubbels-Alderman


Deborah Brown-Alderman

ATTEST



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
02-11-2022


Mary Ann Manna-City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 169, finally passed and approved by the Town of Thompsons, following the First and final reading thereof at regular meetings held on the 20th day of February and the 19th day of March.


Mary Ann Manna-City Secretary

Town of Thompsons, Texas
Budget - 2020-2021 (Prelim)

	Budget 2019-2020	Budget 2020-2021	Difference
Income			
4050 - Grants	\$ -	\$ -	\$ -
4100 - Taxes and Assessments			
4130 - Sales & Use Tax	\$ 15,000.00	\$ 16,000.00	\$ 1,000.00
4140 - Franchise Fees/Ind Agrmnt	\$ 1,004,240.00	\$ 1,036,506.00	\$ 32,266.00
Total 4100 - Taxes and Assessments	\$ 1,019,240.00	\$ 1,052,506.00	\$ 33,266.00
4200 - Interest Income			
4202 - Texpool Interest	\$ 400.00	\$ 1,900.00	\$ 1,500.00
4203 - Frost Interest	\$ 442,000.00	\$ 442,000.00	\$ -
4204 - Interest Other	\$ -	\$ -	\$ -
Total 4200 - Interest Income	\$ 442,400.00	\$ 443,900.00	\$ 1,500.00
4600 - Other Income	\$ -	\$ -	\$ -
Total Income	\$ 1,461,640.00	\$ 1,496,406.00	\$ 34,766.00
Expense			
5100 - Health and Safety			
5200 Volunteer Fire Department			
5201 - Payroll	\$ 6,710.00	\$ 6,710.00	\$ -
5204 - Other Expenses	\$ 6,858.50	\$ 9,000.00	\$ 2,141.50
5206 Maint & Fuel	\$ 4,950.00	\$ 9,500.00	\$ 4,550.00
5207 - Equipment	\$ 15,000.00	\$ 162,500.00	\$ 147,500.00
Total 5200 - Volunteer Fire Dept	\$ 33,518.50	\$ 187,710.00	\$ 154,191.50
5300 - Trash Service	\$ 9,900.00	\$ 11,000.00	\$ 1,100.00
Total 5100 - Health and Safety	\$ 43,418.50	\$ 198,710.00	\$ 155,291.50
5400 - Police Department			
5401 - Payroll	\$ 55,440.00	\$ 55,440.00	\$ -
5405 - Other Expenses	\$ 12,100.00	\$ 13,310.00	\$ 1,210.00
5207 - Equipment	\$ 9,500.00	\$ 950.00	\$ (8,550.00)
Total 5400 - Police Department	\$ 77,040.00	\$ 69,700.00	\$ (7,340.00)
5500 - Park Services			
5501 - Payroll	\$ 52,250.00	\$ 52,250.00	\$ -
5503 - Maintenance Park	\$ 19,800.00	\$ 21,780.00	\$ 1,980.00
5505 - Other Expenses	\$ 4,400.00	\$ 4,840.00	\$ 440.00
5506 - Summer Park Program	\$ 7,150.00	\$ 7,865.00	\$ 715.00
5507 - Utilities park	\$ 2,420.00	\$ 2,662.00	\$ 242.00
Total 5500 - Park Services	\$ 86,020.00	\$ 89,397.00	\$ 3,377.00
6000 - General Government Expenses			
6020 - Advertising	\$ 165.00	\$ 200.00	\$ 35.00
6060 - Bank Service Charges	\$ 2,750.00	\$ 3,025.00	\$ 275.00
6190 - Continuing Education	\$ 220.00	\$ 250.00	\$ 30.00
6220 - Dues & Subscriptions	\$ 2,200.00	\$ 2,300.00	\$ 100.00
6223 - Election Expense	\$ -	\$ -	\$ -

Town of Thompsons, Texas
 Budget - 2020-2021 (Prelim)

	Budget 2019-2020	Budget 2020-2021	Difference
6380 - Insurance	\$ 49,500.00	\$ 55,000.00	\$ 5,500.00
6550 - Office Supplies	\$ 11,000.00	\$ 13,000.00	\$ 2,000.00
6560 - Payroll	\$ 53,900.00	\$ 66,204.00	\$ 12,304.00
6580 - Employer taxes	\$ 10,521.28	\$ 14,268.00	\$ 3,746.72
6590 - Payroll Retirement match Employee	\$ 3,740.00	\$ 5,000.00	\$ 1,260.00
6610 - Postage & Delivery	\$ 1,540.00	\$ 1,694.00	\$ 154.00
6640 - Professional Fees	\$ 106,700.00	\$ 70,000.00	\$ (36,700.00)
6710 - Repairs			
6720 - Building Repairs	\$ 15,950.00	\$ 18,000.00	\$ 2,050.00
6710 - Repairs - Other and Street	\$ -	\$ -	\$ -
Total 6710 - Repairs	\$ 15,950.00	\$ 18,000.00	\$ 2,050.00
6880 - Telephone	\$ 16,500.00	\$ 18,500.00	\$ 2,000.00
6900 - Travel & Expense	\$ 11,000.00	\$ 12,100.00	\$ 1,100.00
6940 - Utilities - Street Lights	\$ 30,800.00	\$ 36,000.00	\$ 5,200.00
6945 - Office Equipment	\$ 1,100.00	\$ 1,210.00	\$ 110.00
6950 - Gas & Electric	\$ 2,640.00	\$ 2,904.00	\$ 264.00
6960 - Landscaping	\$ 1,650.00	\$ 1,815.00	\$ 165.00
6970 - Contingency Fund	\$ 200,000.00	\$ 200,000.00	\$ -
Total 6000 - General Government Expense	\$ 521,876.28	\$ 521,470.00	\$ (406.28)
Total Expense	\$ 728,354.78	\$ 879,277.00	\$ 150,922.22
Net Income	\$ 733,285.22	\$ 617,129.00	\$ (116,156.22)

ORDINANCE NO. 170

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF THOMPSONS, TEXAS POSTPONING THE GENERAL ELECTION PREVIOUSLY CALLED FOR SATURDAY, MAY 2, 2020 TO NOVEMBER 3, 2020 AS ALLOWED BY PROCLAMATION OF THE GOVERNOR, IN ORDER TO ELECT MAYOR & CITY COUNCILMEMBERS; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACT FOR THE NOVEMBER 3, 2020 ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas and the Town of Thompsons, Texas, a Municipal Officers' Election was ordered to be held on May 2, 2020; and

WHEREAS, the Governor of the State of Texas declared a state of disaster on March 13, 2020, in order to control the outbreak of the coronavirus disease ("COVID-19"); and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, on March 18, 2020, the Governor of the State of Texas signed a proclamation suspending certain provisions of the Texas Election Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their elections to the November 3, 2020, uniform election date; and

WHEREAS, pursuant to the Governor's proclamation authorizing the Town of Thompsons to postpone the May 2, 2020 election date, the City Council does by this Ordinance exercise its authority to postpone the General Election ordered for May 2, 2020;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF THE TOWN OF THOMPSONS, TEXAS:

SECTION 1: That the Municipal Officers' Election previously ordered for May 2 2020, for the Town of Thompsons, Texas, for the purpose of electing members of the City Council and Mayor is hereby postponed to November 3, 2020.

SECTION 2: That the candidate filings for the Municipal Officers' Election for May 2, 2020, for the Town of Thompsons, Texas, for the purpose of electing Mayor & two Aldermen; the Town Council shall remain valid for the election to be held on November 3, 2020, and that the filing period for candidates will not be re-opened for the election to be held on November 3, 2020.

SECTION 3: That all applications for ballot by mail (ABBMs) filed by voters due to being over the age of 65 or because of disability will still be valid for the November 3, 2020, election. However, ABBMs for voters who submitted ABBMs based on expected absence from the county shall not be valid for the postponed November 3, 2020 election.

SECTION 4: That the voter registration deadline for the November 3, 2020, election is October 5, 2020. All applications for ballot by mail for the November election must be submitted no later than October 23, 2020. Early voting will be conducted October 19, 2020, through October 30, 2020.

SECTION 5: That the City Secretary is authorized to negotiate and execute an election contract with Fort Bend County for the purposes of conducting the postponed election on November 3, 2020. Fort Bend County will determine the Early Voting Clerk and contact information, main early voting location, early voting dates and hours, including weekend early voting, and branch early voting locations.

SECTION 6: That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be invalid, void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

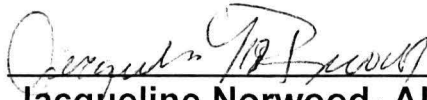
SECTION 7: This Ordinance shall take effect immediately from and after its passage as the law in such cases provide.

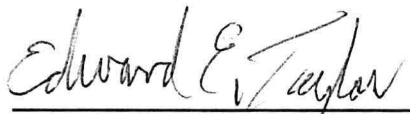
PASSED AND APPROVED this 16th day of April, 2020.

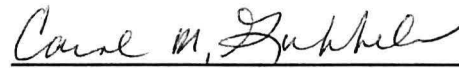
TOWN OF THOMPSONS



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NOTARY PUBLIC
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02-11-2022

ATTEST


Mary Ann Manna-City Secretary