



## NOTICE OF THE CITY COUNCIL - SPECIAL MEETING

The City Council for the City of Simonton, Texas, will hold its City Council – Special Meeting on October 7, 2025 at 6:30 PM at Simonton City Hall, 35011 FM 1093, Simonton, Texas 77476 for the purpose of considering the following:

### **1. Call to Order**

### **2. Invocation and Pledge**

### **3. Public Comments**

*In accordance with Texas Open Meetings Act and Texas Government Code 551.007, City Council may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign prior to the meeting and is limited to 3 minutes.*

### **4. New Business**

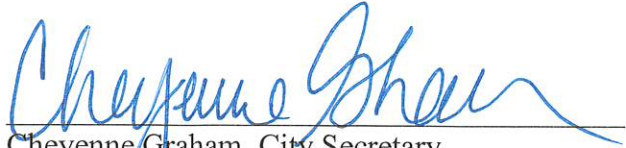
- a. Consider and take action to approve City of Simonton Ordinance 2025-07, Consent Annexation into MUD 1
- b. Consider and take action to approve City of Simonton Ordinance 2025-08, ETJ Expansion
- c. Consider and take action to approve City of Simonton Ordinance 2025-09, ETJ Strip Adjustment
- d. Consider and take action to approve City of Simonton Resolution 2025-01, Reappointing City of Simonton Management District No. 1
- e. Consider and take action to approve MOU between all jurisdictions within Fort Bend County
- f. Consider and take action to approve tree trimming in Valley Lodge Sections 2 and 3

### **5. Adjourn to Executive (Closed) Session**

*Sec. 552.071 of the Texas Government Code Consultation with Legal Counsel*

### **6. Adjournment**

I, the undersigned, City Secretary of the City of Simonton, do hereby certify that on September 30, 2025 I posted a true and correct copy of the above and following notice of the Special Meeting of the City of Simonton Council to be held on October 7, 2025 at 6:30 p.m. at the Simonton City Hall, which posting was done not less than three (3) days prior to the date fixed for said meeting.

  
Cheyenne Graham, City Secretary

The City Council may hold an Open or Closed meeting by telephone conference call if an emergency or public necessity exists within the meaning of Section 551.045 of the Open Meetings Act, and the convening at one location of a quorum of the City Council is difficult or impossible. The City Council may convene into executive session on any matter related to any of the above agenda items for a purpose, such a closed session is allowed under Chapter 551, Texas Government Code. Reasonable accommodation for persons with disabilities attending this meeting will be available. Persons with disabilities in need of special assistance at the meeting should please contact the City Secretary at 281-533-9809 Agendas are posted on the City Website at [http:// simontontexas.gov](http://simontontexas.gov).

CITY OF SIMONTON  
FORT BEND COUNTY, TEXAS

**ORDINANCE NO. 2025-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SIMONTON, TEXAS, GRANTING THE PETITION FOR CONSENT FOR  
ANNEXATION OF A CERTAIN TRACT APPROXIMATELY 23.921 ACRES  
OF LAND INTO TWINWOOD MUNICIPAL UTILITY DISTRICT 1; AND  
CONTAINING OTHER FINDINGS RELATED TO THE SUBJECT.**

**WHEREAS**, the City of Simonton, Texas (the “City”) received a petition for consent to annex land into the Twinwood Municipal Utility District No. 1 (the “District”) on September 8, 2025 (the “Petition”), made by Twinwood (U.S.), Inc., a Texas Corporation (the “Petitioner”), for a tract approximately 23.921 acres of land (the “Property”) more completely described in the Petition attached as **Exhibit “A”**; and

**WHEREAS**, The City has entered into an Extraterritorial Jurisdiction Development Agreement with the Petitioner on February 26, 2015; and

**WHEREAS**, the City Council of the City finds that it is in the best interest of the economic development and growth of the City and the development of the Property to consent to the annexation of the tract into Twinwood Municipal Utility District No. 1;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
SIMONTON, TEXAS, THAT:**

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

**SECTION 2.** The petition to consent to the annexation of the land and territory described in **Exhibit “A”** attached hereto and incorporated herein for all purposes into the Twinwood Municipal Utility District No. 1, is hereby GRANTED.

**SECTION 3.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions hereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE CITY**

\_\_\_\_\_  
LAURIE BOUDREAUX, MAYOR

**ATTEST**

\_\_\_\_\_  
CHEYENNE GRAHAM, CITY SECRETARY

CERTIFICATE

THE STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND       §

I, the undersigned Secretary of the Board of Directors of TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Addition of Certain Land to Twinwood Municipal Utility District No. 1 that was filed with the Board of Directors of the District on May 14, 2025.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on August 20, 2025.



By: [Signature]  
Secretary, Board of Directors

CERTIFICATE OF CORPORATE AUTHORITY

I, the undersigned officer of TWINWOOD (U.S.), INC., a Texas corporation (the "Corporation"), hereby certify that:

1. Glenn Plowman is the President of  
(Name of person who signed the petitions) (Title)  
the Corporation;
2. In such capacity he/she is authorized to execute any and all documents in connection with the annexation of land into TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1 (the "District"), including specifically, but not limited to, the Petition for Consent to Annex Land into the District and the Petition for Addition of Certain Land into the District, and any documents needed by the City of Simonton, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas (the "Annexation Documents") on behalf of the Corporation;
3. Such execution of the Annexation Documents is duly authorized by the articles of incorporation of the Corporation; and
4. Such authorization is valid as of the date of execution of said Annexation Documents.

EXECUTED on May 13<sup>th</sup>, 2025.

TWINWOOD (U.S.), INC.,  
a Texas corporation

By: Abel C. Gonzales  
(Signature of officer OTHER THAN person stated in no. 1 above)  
Name: Abel C. Gonzales  
Title: Vice President

PETITION FOR ADDITION OF CERTAIN LAND TO  
TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

TO: THE BOARD OF DIRECTORS OF TWINWOOD MUNICIPAL UTILITY  
DISTRICT NO. 1:

TWINWOOD (U.S.), Inc., a Texas corporation (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, petitions this Honorable Board of Directors to add approximately 23.921 acres, described by metes and bounds in Exhibit A (the "Land"), attached hereto and incorporated herein for all purposes, to TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The Land lies entirely within Fort Bend County, Texas, and is accurately described by metes and bounds in Exhibit A-1.

Section 2: The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District and supplemented, as needed, by certified deeds recorded in the Official Public Records of Fort Bend County, Texas.

Section 3: All of the Land will be within the exclusive extraterritorial jurisdiction (as such term is defined in Texas Local Government Code, Section 42.021 et seq., as amended) of the City of Simonton, Texas (the "City"), subject to the Petitioner's Petition to the City for the Land to be included within the City's extraterritorial jurisdiction. No part of the Land is within the corporate limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the water supply, sanitary sewer, and drainage systems and other improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the



District, and of the taxes levied or hereafter to be levied by the District. Without limiting the generality of the foregoing, the Petitioner hereby agrees that the Land, and all improvements thereon presently existing or to be constructed hereafter, hereby assumes its share of liability for the payment of any and all bonds or other obligations of the District, (i) that are currently outstanding or hereafter issued; and (ii) that are currently or hereafter voted but unissued. This petition shall further be considered as consent and authorization of the Petitioner, its successors and assigns, for all the Land and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal of and interest on any and all of the District's outstanding unlimited tax bonds and unlimited tax refunding bonds; (2) the payment of principal of and interest on any and all of the District's unissued bonds that have been or may hereafter be authorized by the voters; (3) a maintenance tax not to exceed the amount per \$100 of assessed valuation that has been heretofore authorized by the voters or as may hereafter be authorized by the voters; and (4) all other purposes for which the District may lawfully levy taxes.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Records of Fort Bend County, Texas, and filed with the Texas Commission on Environmental Quality.

[EXECUTION PAGE FOLLOWS]



RESPECTFULLY SUBMITTED on \_\_\_\_\_, 2025.

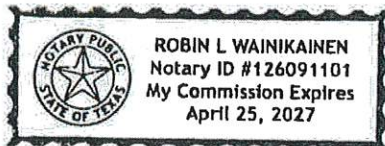
TWINWOOD (U.S.), Inc.,  
a Texas corporation

By: *Glenn Plowman*  
Name: Glenn Plowman  
Title: President

THE STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on 13<sup>th</sup> Day of May, 2025,  
by Glenn Plowman as President  
of TWINWOOD (U.S.), Inc., a Texas corporation, on behalf of said corporation.

(Seal)



*Robin L. Wainikainen*  
Notary Public, State of Texas

**Attachments:**

- Exhibit A-1: Description of the 23.921-acre portion of the Land
- Exhibit A-2: Description of the 66.06-acre portion of the Land

**After recording, return to:** Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, Attn: Mai Lynn Womack

EXHIBIT A-1

November 15, 2024  
Job No. S001-4954-0000

TWINWOOD MUNICIPAL UTILITY DISTRICT NO. 1  
ANNEXATION TRACT  
23.921 ACRES

Being 23.921 acres of land located in the Thomas Westall League, Abstract Number 92, Fort Bend County, Texas, being all of that certain called 23.91 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File Number 2013104821 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 23.921 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Beginning at 1-inch iron pipe found by a concrete monument for the northeast corner of said 23.91 acre tract, in the south line of that certain called 34.892 acre tract described in the deed to Twinwood Corporation, N.V. by an instrument of record in Volume 1198, Page 442 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), in the west right-of-way line of Farm to Market (F.M.) 1489 (width varies – as monumented);

Thence, South 01° 48' 27" East, along said west right-of-way line, common to the most easterly line of said 23.91 acre tract, 501.25 feet to the common east corner of said 23.91 acre tract and that certain called 12.4259 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File number 2000105214, F.B.C.O.P.R.;

Thence, South 87° 53' 31" West, departing said west right-of-way line, along a south line of said 23.91 acre tract, common to the north line of said 12.4259 acre tract, 1,083.33 feet to a point for corner;

Thence, South 02° 35' 24" East, along an easterly line of said 23.91 acre tract, common to the west line of said 12.4259 acre tract, 500.28 feet to the common south corner of said 23.91 acre tract and said 12.4259 acre tract, in the north line of that certain called 73.1522 acre tract described in the deed to Twinwood Corporation, N.V. by an instrument of record in Volume 1964, Page 258, F.B.C.D.R.;

23.921 Acres

November 15, 2024  
Job No. LJA001-4954-000

Thence, South  $87^{\circ} 58' 59''$  West, along the most southerly line of said 23.91 acre tract, common to the north line of said 73.1522 acre tract, 500.72 feet to a 2-inch iron pipe found for the common west corner of said 73.1522 acre tract and said 23.91 acre tract, in an east line of that certain called 592.494 acre tract described in the deed to Twinwood Corporation, N.V. by an instrument of record in Volume 1010, Page 353, F.B.C.D.R.;

Thence, North  $02^{\circ} 32' 17''$  West, along the west line of said 23.91 acre tract, common to said east line, 996.25 feet to a 2-inch iron pipe found for the common west corner of said 23.91 acre tract and the aforementioned 34.892 acre tract;

Thence, North  $87^{\circ} 43' 49''$  East, departing the east line of said 592.494 acre tract, along the north line of said 23.91 acre tract, common to the south line of said 34.892 acre tract 1,589.95 feet to the POINT OF BEGINNING and containing 23.921 acres of land.

Corner monuments were not set at the client's request.

Note: This document was prepared under 22 TAC § 138.95, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LJA Surveying, Inc.



*AUG 11/15/24*

**EXHIBIT A-2**

Not applicable; this Petition relates solely to the 23.921-acre portion of the Land described in Exhibit A-1.

CITY OF SIMONTON  
FORT BEND COUNTY, TEXAS

**ORDINANCE NO. 2025-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, APPROVING THE PETITION OF TWINWOOD (U.S.), INC., TO EXPAND THE CITY'S EXTRATERRITORIAL JURISDICTION TO INCLUDE ALL SUCH LAND INCLUDED IN PETITION ACCORDING TO SECTION 42.022, TEXAS LOCAL GOVERNMENT CODE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.**

**WHEREAS**, Twinwood (U.S.), Inc., a Texas Corporation, (the "Owner") is owner of 66.06 acres (the "Territory") more fully described in the Petition attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Petition") and has petitioned and requested the City of Simonton, Texas (the "City"), to expand and extend the City's extraterritorial jurisdiction to include all of the Territory; and

**WHEREAS**, per §42.022(b) of the Texas Local Government Code, the extraterritorial jurisdiction of a municipality may be expanded to include an area contiguous to the existing extraterritorial jurisdiction of the municipality if the owners of the area request the expansion;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, THAT:**

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

**SECTION 2.** The petition submitted to the City Council of the City of Simonton on September 8, 2025, by Twinwood (U.S.), Inc., owners of the below described land, petitioning and requesting the City to expand and extend its extraterritorial jurisdiction to include all of such described land is hereby GRANTED.

**SECTION 3.** The land subject to the aforesaid petition is described in Exhibit "A" attached hereto and for all things made a part hereof. Such land consists of territory contiguous to the existing extraterritorial jurisdiction of the City, and does not lie within the corporate limits of any city, town, or village, or within the extraterritorial jurisdiction of any other city, town, or village within the State of Texas.

**SECTION 4.** The extraterritorial jurisdiction of the City of Simonton shall be, and the same is hereby, extended in accordance with the terms of Section 42.022, Texas Local Government Code, to include all of such land or territory described in Exhibit "A" attached hereto.

**SECTION 5.** It is believed that all of the land subject to the aforesaid petition and described in Exhibit "A" attached hereto, lies outside the extraterritorial jurisdiction of any other city, town, or village, and lies outside the corporate limits of any city, town, or village, and, therefore, all of said

land and territory may be included within the extraterritorial jurisdiction of the City provide for herein. It is, however provided that any portion of said land subject to the aforesaid petition and described in Exhibit "A" attached hereto, which does lie within the extraterritorial jurisdiction of any other city, town, or village, or which does lie within the corporate limits of any city, town, or village is hereby specifically excluded form the terms of this Ordinance and the intention of City Council is hereby expressed not to expand its extraterritorial jurisdiction to encompass any land or territory presently included with the extraterritorial jurisdiction of any other city, town, or village or presently included within the corporate limits of any city, town, or village.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE CITY**

\_\_\_\_\_  
LAURIE BOUDREAUX, MAYOR

**ATTEST**

\_\_\_\_\_  
CHEYENNE GRAHAM, CITY SECRETARY

**PETITION REQUESTING EXPANSION AND EXTENSION  
OF EXTRATERRITORIAL JURISDICTION**

**TO THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF  
SIMONTON, TEXAS:**

TWINWOOD (U.S.), INC., a Texas corporation (herein the "Petitioner"), the owner of all of the territory described in the exhibit attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Territory"), hereby petitions and requests the City of Simonton, Texas (the "City"), to expand and extend the City's extraterritorial jurisdiction to include all of the Territory, and would show the following:

**I.**

Petitioner is the owner of title to all of the land within the Territory, as shown by the tax rolls of Fort Bend County, Texas.

**II.**

The Territory is or will be contiguous to the existing extraterritorial jurisdiction of the City.

**III.**

This petition and request is made pursuant to the provisions of Section 42.022, Texas Local Government Code.

**IV.**

Petitioner believes that it will be in the best interests of Petitioner and the City, and will benefit the Territory and the City, if the City extends and expands its extraterritorial jurisdiction to include all of the Territory.

WHEREFORE, Petitioner prays that this petition be properly filed, as provided by law, and that it be heard by the City and that the City duly pass and adopt an ordinance extending and expanding the City's extraterritorial jurisdiction to include all of the Territory not presently in the City's existing extraterritorial jurisdiction.

**[EXECUTION PAGE FOLLOWS]**



RESPECTFULLY EXECUTED this 21<sup>st</sup> day of August, 2025.

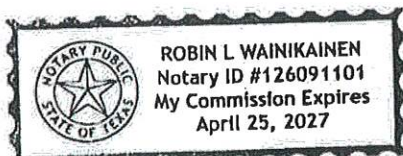
TWINWOOD (U.S.), INC.,  
a Texas corporation

By: *Abel C. Gonzales*  
Name: Abel C. Gonzales  
Title: Vice President

THE STATE OF TEXAS §  
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Abel C. Gonzales, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Twinwood (U.S.), Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 21<sup>st</sup> day of August, 2025.



My Commission Expires:

April 25<sup>th</sup>, 2027

*Robin L. Wainikainen*  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

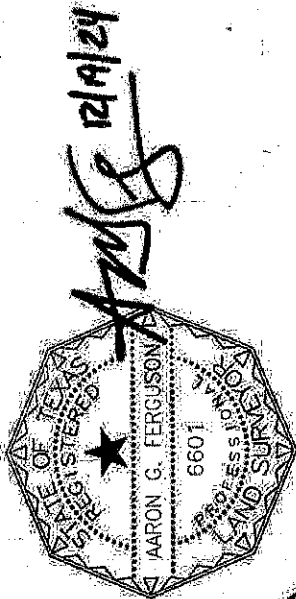
**DEPICTION AND LEGAL DESCRIPTION OF THE TERRITORY**

(66.06 Acres)

*[Continues on Following Pages]*

# NOTES:

- 1) ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 2001 ADJUSTMENT.
- 2) THIS DOCUMENT WAS PREPARED UNDER 22 TAC § 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
- 3) CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.



SIMONTON ETJ LINE

N10°57'13"W 721.08'

TWINWOOD CORPORATION, N.V.  
CALLED 592.494 ACRE  
VOL. 1010, PG. 353  
F.B.C.D.R.

TWINWOOD CORPORATION, N.V.  
CALLED 34.892 ACRE  
VOL. 1198, PG. 442  
F.B.C.D.R.

TWINWOOD (U.S.), INC.  
CALLED 23.91 ACRE  
FILE NO. 2013104821  
F.B.C.O.P.R.

N01°48'27"W  
243.23'

1 1/2" I.P. FND

2" I.P. FND

2" I.P. FND

3/4" I.P. FND

L12

L11

L10

L9

L8

L7

L6

N83°20'00"E 1,570.81'

S87°53'31"W 1,083.33'

N01°48'27"W  
501.98'

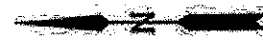
P.O.B.

FARM TO MARKET 1488

## Line Table

Line #	Direction	Length
L1	S02° 35' 24"E	500.28'
L2	N87° 58' 59"E	35.74'
L3	S27° 51' 28"W	94.22'
L4	S54° 20' 39"W	245.27'
L5	S20° 19' 56"W	304.59'
L6	N82° 18' 07"W	401.36'
L7	N00° 15' 59"E	192.41'
L8	S89° 58' 40"W	200.33'
L9	S75° 44' 00"W	560.18'
L10	N66° 11' 15"W	342.17'
L11	N00° 00' 00"E	529.57'
L12	N81° 36' 50"E	303.68'
L13	S01° 48' 27"E	258.02'

66.06 ACRES



SCALE: 1" = 500'

## LEGEND

CONC.  
F.B.C.O.P.R.  
F.B.C.D.R.  
FND  
I.P.  
MON.  
P.O.B.  
P.O.C.

CONCRETE  
OFFICIAL PUBLIC RECORDS OF  
FORT BEND COUNTY, TEXAS  
FORT BEND COUNTY DEED RECORDS  
FOUND  
IRON PIPE  
MONUMENT  
POINT OF BEGINNING  
POINT OF COMMENCING

## EXHIBIT OF 66.06 ACRES IN THE

THOMAS WESTALL LEAGUE, A-92  
FORT BEND COUNTY, TEXAS

DECEMBER 2024  
JOB NO. 5001-4954-0000



3600 W Sam Houston Parkway S  
Suite 175  
Houston, Texas 77042  
Phone 713.953.5200  
Fax 713.953.5026  
TBPELS Firm No. 10194382

## Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	3,246.88'	2,840.00'	70°28'01"	S61° 30' 48"E	3,046.08'

DESCRIPTION OF  
66.06 ACRES OF LAND

Being 66.06 acres of land located in the Thomas Westall League, Abstract Number 92, Fort Bend County, Texas, being a portion of that certain called 73.1522 acre tract described in the deed to Twinwood Corporation, N.V., by an instrument of record in Volume 1964, Page 258 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), a portion of that certain called 592.494 acre tract described in the deed to Twinwood Corporation, N.V., by an instrument of record in Volume 1010, Page 353, F.B.C.D.R., and a portion of that certain called 23.91 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File Number 2013104821, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 66.06 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Commencing for reference at a 4x4 inch TxDOT concrete monument found for the common east corner of that certain called 12.4259 acre tract described in the deed to Twinwood (U.S.), Inc. by an instrument of record in File Number 2000105214, F.B.C.O.P.R. and said 73.1522 acre tract, in the west right-of-way line of Farm to Market (F.M.) 1489 (width varies – as monumented);

Thence, North 01° 48' 27" West, along the east line of said 12.4259 acre tract, common to said west right-of-way line, 501.98 feet to the POINT OF BEGINNING, the common east corner of said 12.4259 acre tract and said 23.91 acre tract, and the southeast corner of the herein described tract;

Thence, South 87° 53' 31" West, departing said west right-of-way line and along the north line of said 12.4259 acre tract, common to a south line of said 23.91 acre tract, 1,083.33 feet to the northwest corner of said 12.4259 acre tract, common to a southerly corner of said 23.91 acre tract;

Thence, South 02° 35' 24" East, along the west line of said 12.4259 acre tract, common to an east line of said 23.91 acre tract, 500.28 feet to the southwest corner of said 12.4259 acre tract, common to a southeast corner of said 23.91 acre tract, said point lying in the north line of the aforementioned 73.1522 acre tract;

Thence, North 87° 58' 59" East, along the south line of said 12.4259 acre tract, common to the north line of said 73.1522 acre tract, 35.74 feet to a point for corner;

Thence, South 27° 51' 28" West, departing said common line, 94.22 feet to a point for corner;

Thence, South 54° 20' 39" West, 245.27 feet to a point for corner;

Thence, South 20° 19' 56" West, 304.59 feet to a point for corner;

Thence, North 82° 18' 07" West, 401.36 feet to a point for corner;

Thence, North 00° 15' 59" East, 192.41 feet to a point for corner;

Thence, South 89° 58' 40" West, 200.33 feet to a point for corner;

Thence, South 75° 44' 00" West, 560.18 feet to a point for corner;

Thence, North 66° 11' 15" West, 342.17 feet to a point for corner;

Thence, North, 529.57 feet to a point for corner;

Thence, North 56° 25' 11" West, 1,899.48 feet to a point for corner;

Thence, North 10° 57' 13" West, 721.09 feet to a point for corner in the Simonton ETJ line;

Thence, North  $81^{\circ} 36' 50''$  East, along said ETJ line, 303.68 feet to a point for corner, the beginning of a non-tangent curve;

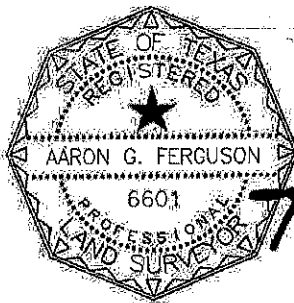
Thence, 3,246.88 feet continuing along said ETJ line and the arc of a non-tangent curve to the left, having a radius of 2,640.00 feet, a central angle of  $70^{\circ} 28' 01''$ , and a chord which bears South  $61^{\circ} 30' 48''$  East, 3,046.08 feet to a point for corner;

Thence, North  $83^{\circ} 20' 00''$  East, continuing along said ETJ line, 1,570.81 feet to a point for corner in the east line of the aforementioned 23.91 acre tract, common to the aforementioned west right-of-way line of F.M. 1489, from which a 1-inch iron pipe next to a concrete monument found for the northeast corner of said 23.91 acre tract, in said west right-of-way line bears North  $01^{\circ} 48' 27''$  West, 243.23 feet;

Thence, South  $01^{\circ} 48' 27''$  East, departing said ETJ line and along the east line of said 23.91 acre tract, common to said west right-of-way line, 258.02 feet to the POINT OF BEGINNING and containing 66.06 acres of land.

Corner monuments were not set at the client's request.

Note: This document was prepared under 22 TAC § 138.95, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



*Handwritten signature and date: 12/19/24*

LJA Surveying, Inc.

CITY OF SIMONTON  
FORT BEND COUNTY, TEXAS

**ORDINANCE NO. 2025-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, TO CONSENT AND APPROVE THE PETITION OF TWINWOOD (U.S.), INC., REQUESTING ADJUSTMENT OF THE CITY'S EXTRATERRITORIAL JURISDICTION BY ADDING APPROXIMATELY 86.7082 ACRES AND REMOVING APPROXIMATELY 57.09 ACRES; CONTAINING VARIOUS PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED TO THE SAME.**

**WHEREAS**, The City of Simonton, Texas (the "City"), and TWINWOOD (U.S.), INC., (the "Petitioner") have entered into the Extraterritorial Jurisdiction Strip Development Agreement on February 26, 2015 (the "Agreement"); and

**WHEREAS**, the Petitioner is the sole owner of four (4) tracts of land including: a 0.4582 of an acre tract; a 86.25 acre tract; a 42.60 acre tract (consisting of two parts, 17.12 acres and 25.48 acres); and 14.49 acre tract, all more completely described in Exhibit "A" to this Ordinance; and

**WHEREAS**, 86.7082 acres, which includes two tracts, the 0.4582 of an acre tract and the 86.25 acre tract, is currently outside of the City's extraterritorial jurisdiction (the "ETJ"); and

**WHEREAS**, 57.09 total acres, which includes two tracts, the 42.60 acre tract and the 14.49 acre tract, is currently in the City's ETJ; and

**WHEREAS**, Petitioner has petitioned to add the 86.7082 acres and remove the 57.09 acres as an adjustment under the Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, THAT:**

**SECTION 1.** The facts and matters set forth in the preamble to this Ordinance are found to be true and correct.

**SECTION 2.** The petition submitted to the City Council of the City of Simonton on September 8, 2025, by TWINWOOD (U.S.), INC., owners of the below described land, petitioning and requesting the City to expand and extend its extraterritorial jurisdiction over 86.7082 acres and exclude from its extraterritorial jurisdiction 57.09 acres, is hereby **GRANTED**.

**SECTION 3.** The land subject to the aforesaid petition is described in Exhibit "A" attached hereto and for all things made a part hereof. Such land consists of territory contiguous to the existing extraterritorial jurisdiction of the City, and does not lie within the corporate limits of any city, town, or village, or within the extraterritorial jurisdiction of any other city, town, or village within the State of Texas.



**SECTION 4.** The extraterritorial jurisdiction of the City of Simonton shall be, and the same is hereby, extended or released in accordance with the terms of Section 42.022, Texas Local Government Code, to include all of such land or territory described in Exhibit "A" attached hereto.

**SECTION 5.** It is believed that all of the land subject to the aforesaid petition and described in Exhibit "A" attached hereto, lies outside the extraterritorial jurisdiction of any other city, town, or village, and lies outside the corporate limits of any city, town, or village, and, therefore, all of said land and territory may be included within the extraterritorial jurisdiction of the City provide for herein. It is, however provided that any portion of said land subject to the aforesaid petition and described in Exhibit "A" attached hereto, which does lie within the extraterritorial jurisdiction of any other city, town, or village, or which does lie within the corporate limits of any city, town, or village is hereby specifically excluded form the terms of this Ordinance and the intention of City Council is hereby expressed not to expand its extraterritorial jurisdiction to encompass any land or territory presently included with the extraterritorial jurisdiction of any other city, town, or village or presently included within the corporate limits of any city, town, or village.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE CITY**

\_\_\_\_\_  
LAURIE BOUDREAUX, MAYOR

**ATTEST**

\_\_\_\_\_  
CHEYENNE GRAHAM, CITY SECRETARY

**PETITION REQUESTING ADJUSTMENT  
OF EXTRATERRITORIAL JURISDICTION**

TO THE HONORABLE MAYOR AND CITY COUNCILMEMBERS OF THE CITY OF  
SIMONTON, TEXAS:

TWINWOOD (U.S.), INC., a Texas corporation (herein the "Petitioner"), the owner of all of the territory described in the exhibit attached hereto as Exhibit "A" and incorporated herein for all purposes (the "New ETJ Territory"), hereby petitions and requests the City of Simonton, Texas (the "City"), to (A) expand and extend the City's extraterritorial jurisdiction to include all of the New ETJ Territory, and (B) remove the territory described in the exhibit attached hereto as Exhibit "B" and incorporated herein for all purposes (the "Reduction Territory") from the City's extraterritorial jurisdiction, and would show the following:

**I.**

Petitioner is the owner of title to all of the land within the New ETJ Territory, as shown by the tax rolls of Waller County, Texas.

**II.**

The New ETJ Territory and the Reduction Territory are or will be contiguous to the existing extraterritorial jurisdiction of the City.

**III.**

This petition and request as it relates to the New ETJ Territory is made pursuant to the provisions of Section 42.022, Texas Local Government Code. This petition and request as it relates to the Reduction Territory is made pursuant to the provisions of Subchapter D of Chapter 42 of the Texas Local Government Code, as well as Section 2.04 of that certain Extraterritorial Jurisdiction Strip Development Agreement dated February 26, 2015 by and between the City, the Petitioner, and Woods Road & I-10 Investments, Inc., a memorandum of which was recorded in the County Clerk Official Records of Waller County, Texas on March 6, 2015 as Instrument No. 1501454, as well as in the County Clerk Official Records of Fort Bend County, Texas on March 5, 2015 as Instrument No. 2015022737.

**IV.**

Petitioner believes that it will be in the best interests of Petitioner and the City, and will benefit the Territory and the City, if the City adjusts its extraterritorial jurisdiction to

(i) include all of the New ETJ Territory, and (ii) remove all of the Reduction Territory.

WHEREFORE, Petitioner prays that this petition be properly filed, as provided by law, and that it be heard by the City and that the City duly pass and adopt an ordinance adjusting the City's extraterritorial jurisdiction to (i) include all of the New ETJ Territory not presently in the City's existing extraterritorial jurisdiction, and (ii) remove all of the Reduction Territory from the City's existing extraterritorial jurisdiction.

*[Signature Page to Follow]*

RESPECTFULLY EXECUTED this 21<sup>st</sup> day of August, 2025.

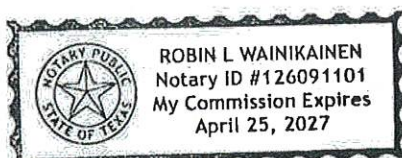
TWINWOOD (U.S.), INC.,  
a Texas corporation

By: [Signature]  
Name: Abel C. Gonzales  
Title: Vice President

THE STATE OF TEXAS        §  
COUNTY OF Fort Bend    §

BEFORE ME, the undersigned authority, on this day personally appeared Abel C. Gonzales, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Twinwood (U.S.), Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 21<sup>st</sup> day of August, 2025.



My Commission Expires:

April 25<sup>th</sup> 2027

[Signature]  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

**LEGAL DESCRIPTION AND DEPICTION OF THE NEW ETJ TERRITORY**

(0.4582 Acres; 86.25 Acres)

*[Continues on Following Pages]*

DESCRIPTION OF  
0.4582 ACRE

Being 0.4582 acre of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, more particularly being a portion of that certain called 14.00 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, in the Official Public Records of Waller County, Texas (W.C.O.P.R.), said Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.), Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, a portion of Discovery Hills Parkway (called 100 foot wide) as described in Instrument Number 2008672 W.C.O.P.R., said 0.4582 acre tract being more particularly described by metes and bounds as follows (All bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 (2001 Adjustment)):

Beginning at a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the northeast corner of said 14.00 acre tract, lying in the south line of that certain called 6.35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828 W.C.O.P.R., common to the north line of that certain called 17.2825 acre tract described in the deed to Kohlnoor Group, L.P. by an instrument of record in Volume 1293, Page 107 W.C.O.P.R.;

Thence, South 02° 31' 07" East, departing said common line and along the east line of said 14.00 acre tract, 199.58 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southeast corner of said 14.00 acre tract, lying in the north line of that certain called 89.10 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457 W.C.O.P.R., common to the south line of said 17.2825 acre tract;

Thence, South 87° 34' 14" West, along said north line, common to the south line of said 14.00 acre tract, 100.00 feet to a point for corner;

0.4582 Acre

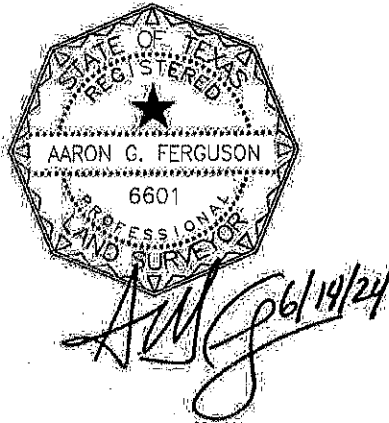
June 11, 2024  
Job No. LJAS001-7777-1134

Thence, North 02° 31' 07" West, departing said common line, 199.58 feet to a point for corner within the right-of-way of the aforementioned Discovery Hill Parkway;

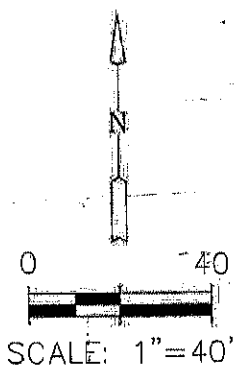
Thence, North 87° 34' 15" East, partially along the north line of the aforementioned 14 acre tract, common to the south line of said 6.35 acre tract, 100.00 feet to the POINT OF BEGINNING and containing 0.4582 acre of land.

Corner monuments were not set at the Client's request.

LJA Surveying, Inc.







CALLED 6.35 ACRES  
 WOODS ROAD & I-10 INVESTMENTS, INC.  
 VOL. 1394, PG. 828  
 W.C.O.P.R.

P.O.B.  
 PREVIOUSLY SET 5/8" IRON ROD  
 WITH CAP STAMPED "LJA SURVEY"

CALLED 17.2825 ACRES  
 KOHINOOR GROUP, L.P.  
 VOL. 1293, PG. 107  
 W.C.O.P.R.

**0.4582 ACRE**

CALLED 14.00 ACRES  
 WOODS ROAD & I-10  
 INVESTMENTS, INC.  
 INSTRUMENT NO. 1607328  
 W.C.O.P.R.

DISCOVERY HILLS PARKWAY  
 (CALLED 100 FOOT WIDE)  
 INSTRUMENT NO. 2008672  
 W.C.O.P.R.

PREVIOUSLY SET 5/8" IRON ROD  
 WITH CAP STAMPED "LJA SURVEY"

S87°34'14"W 100.00'

CALLED 89.10 ACRES  
 WOODS ROAD & I-10 INVESTMENTS, INC.  
 VOL. 1334, PG. 457  
 W.C.O.P.R.



**LEGEND:**

P.O.B. POINT OF BEGINNING  
 W.C.O.P.R. OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS  
 ———— PROPERTY LINE

**NOTES:**

- 1) ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2001 ADJ.).
- 2) CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.
- 3) WOODS ROAD & I-10 INVESTMENTS, INC. NOW KNOWN AS TWINWOOD (U.S.), INC. BY CERTIFICATE OF MERGER FILED ON MAY 31, 2018 WITH THE OFFICE OF THE SECRETARY OF STATE OF TEXAS.

**EXHIBIT OF**  
**0.4582 ACRE**  
**IN THE**

**NATHAN BROOKSHIRE LEAGUE, A-16**  
**WALLER COUNTY, TEXAS**

JUNE 2024

JOB NO. S001-7777-1134

**LJA** | **SURVEYING, INC.**

3600 W Sam Houston Parkway S  
 Suite 175  
 Houston, Texas 77042

Phone 713.953.5200  
 Fax 713.953.5026  
 TBPELS Firm No. 10194382

DESCRIPTION OF  
86.25 ACRES  
100-FOOT STRIP OF LAND

Being 86.25 acres of land located in the H. & T. C. R.R. Co. Survey Section 73, Abstract Number 154, the H.H. Pennington Survey, Abstract Number 321, the Nathan Brookshire Leage, Abstract Number 16, and the William Cooper League, Abstract Number 20, Waller County, Texas, out of that certain called 993.533 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 989, Page 154 of the Official Public Records of said Waller County, Texas (W.C.O.P.R.); that certain called 82.3025 acre tract described in the deed to Twinwood (US), Inc. by an instrument of record in volume 1393, Page 101, W.C.O.P.R., that certain called 12.2 acre tract described in the deed to Twinwood (US), Inc. by an instrument of record in Instrument Number 1702752, W.C.O.P.R., that certain called 24.15 acre tract described in the deed to Twinwood (US), Inc. by an instrument of record in Instrument Number 1702753, W.C.O.P.R., that certain called 512.81 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., that certain called 190.91 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., that certain called 89.10 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 6.35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., of that certain called 31.70 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 196, W.C.O.P.R., that certain called 50.90 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 190, W.C.O.P.R., that certain called 349.8379 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, W.C.O.P.R., and that certain called 207.02 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1357, Page 274, W.C.O.P.R., (Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, and NBI Properties Inc. now known as Twinwood (U.S.), Inc. by an instrument of record under Volume 1330, Page 240, W.C.O.P.R.), said 86.25 acre tract being more particularly described as follows:

86.25 Acres

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BEGINNING at a northerly corner of the Simonton ETJ Strip as described in Ordinance Number 2015-08, in the south right-of-way line of Farm to Market (F.M.) 1489, common to a north line of said 993.533 acre tract;

Thence, Easterly, 1,592 feet – along the northerly lines of said 993.533 acre tract common to the south right-of-way line of F.M. 1489 to a point for corner;

Thence, Northerly, 1,913 feet – along the westerly lines of said 993.533 acre tract common to the east right-of-way line of F.M. 1489 to a northwest corner of said 993.533 acre tract, common to the intersection of said east right-of-way line and the south right-of-way line of Rhemann Cut-Off Road;

Thence, Easterly, 3,641 feet – along the northerly lines of said 993.533 acre tract, common to said south right-of-way line to a point the northeast corner of said 993.533 acre tract, common to the northwest corner of that certain called 71.0555 acre tract described in the deed to Oldcastle Infrastructure, Inc. by an instrument of record in Instrument Number 1908900, W.C.O.P.R.;

Thence, Southerly, 1,609 feet – along an east line of said 993.533, common to the west line of said 71.0555 acre tract to an easterly interior corner of said 993.533 acre tract, common to the southwest corner of said 71.055 acre tract;

Thence, Easterly, 2,007 feet – along a northerly line of said 993.533 acre tract, common to the south line of said 71.0555 acre tract to the easterly northeast corner of said 993.533 acre tract, in the west right-of-way line of F.M. 359 and Church Road;

Thence, Southerly, 3,337 feet – along the easterly lines of said 993.533 acre tract, common to the west right-of-way line of said Church Road, the west line of that certain called 47.4381 acre tract described in the deed to Ronald L. Sparks by an instrument of record in Volume 574, Page 487, W.C.O.P.R. and that certain called 2.8615 acre tract described as Tract "A" in the deed to Ronald L. Sparks and wife, Inez H. Sparks by an instrument of records in Volume 1374, Page 465, W.C.O.P.R. to an easterly corner of said 993.533 acre tract, common to the southwest

86.25 Acres

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corner of said 2.8615 acre tract and the northwest corner of that the aforementioned 82.3025 acre tract;

Thence, Easterly, 89 feet – along the north line of said 82.3025 acre tract, common to the south line of said 2.8615 acre tract to the southeast corner of said 2.8615 acre tract, common to the southwest corner of the aforementioned 24.15 acre tract, said point lying in the centerline of Brookshire Creek;

Thence, Northeasterly, 2,076 feet – along the centerline of Brookshire Creek, common to the southeasterly lines of said 2.8615 acre tract and the aforementioned 47.4381 acre tract and the northwesterly lines of said 24.15 acre tract and the aforementioned 12.2 acre tract to the common northeast corner of said 47.4381 acre tract and said 12.2 acre tract in the southwest right-of-way line of F.M. 359;

Thence, Easterly, 142 feet – departing said southwest right-of-way line to a point for corner in the northeast right-of-way line of said F.M. 359, common to the southwest line of the aforementioned 512.81 acre tract;

Thence, Northwesterly, 870 feet – along said common line to the northwest corner of said 512.81 acre tract, common to the southwest corner of that certain called 5.001 acre tract described in the deed to Kyle's Pelagic Playground, LLC by an instrument of record in Instrument Number 1903345, W.C.O.P.R. and in the centerline of Brookshire Creek;

Thence, Northeasterly, 2,886 feet – departing said northeast right-of-way line along the centerline of Brookshire Creek, common to the westerly lines of said 512.81 acre tract, the westerly lines of the aforementioned 190.91 acre tract, common to the easterly lines of said 5.001 acre tract, the easterly lines of that certain called 30.6637 acre tract described in the deed to Leaman Building Materials, L.P. by an instrument of record in Volume 991 Page 48, W.C.O.P.R., and the easterly lines of that certain called 14.3770 acre tract described as "Parcel 1" in the deed to Timothy Meaux by an instrument of record in Instrument Number 1709507, W.C.O.P.R. to a westerly corner of said 190.91 acre tract, common to the southeast corner of that certain called

86.25 Acres

January 22, 2024  
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4.1469 acre tract described in the deed to Timothy Meaux by an instrument of record in Instrument Number 1709507, W.C.O.P.R.;

Thence, Northerly, 965 feet – along the west line of said 190.91 acre tract, the west line of the aforementioned 89.10 acre tract and the west line of said 6.35 acre tract, common to the east line of said 4.1469 acre tract, the east line of that certain called 4.132 acre tract described in the deed to Kohinoor Group, LLC – Series 11 by an instrument of record in Instrument Number 2110506, W.C.O.P.R. and the east line of that certain called 2.62 acre tract described in the deed to Kohinoor Group, LLC – Series 9 by an instrument of record in Instrument Number 1700385, W.C.O.P.R., to the northeast corner of said 2.62 acre tract, common to the northwest corner of said 6.35 acre tract and in a southerly line of the aforementioned 31.70 acre tract;

Thence, Westerly, 2,370 feet – along the southerly lines of said 31.70 acre tract, common to the north line of said 3.62 acre tract, the north line of that certain called 10.97 acre tract described in the deed to Kohinoor Group, LLC – Series 8 by an instrument of record in Instrument Number 1609167, W.C.O.P.R., and the north line of that certain called 10.000 acre tract described in the deed to FBV, Inc. by an instrument or record in Instrument Number 1400452, W.C.O.P.R. to the southwest corner of said 31.70 acre tract, common to the northwest corner of said 10.000 acre tract, in the east right-of-way line of F.M. 359;

Thence, Northerly, 2,665 feet – along said east right-of-way line, common to the west line of said 31.70 acre tract, the west line of the aforementioned 50.90 acre tract, and the west line of the aforementioned 349.8379 acre tract to a westerly corner of said 349.8379 acre tract, common to the southwest corner of that certain called 1.000 acre tract described in the deed to Harold E. Brown by an instrument of record in Volume 663, Page 520 of the Deed Records of said Waller County, Texas (W.C.D.R.);

Thence, Easterly, 296 feet – along a westerly interior line of said 349.8379 acre tract, common to the south line of said 1.000 acre tract to a westerly interior corner of said 349.8379 acre tract, common to the southeast corner of said 1.000 acre tract;

Thence, Northerly, 148 feet – along a westerly interior line of said 349.8379 acre tract, common to the east line of said 1.000 acre tract to a westerly interior corner of said 349.8379 acre tract, common to the northeast corner of said 1.000 acre tract;

Thence, Westerly, 296 feet – along a westerly interior line of said 349.8379 acre tract, common to the north line of said 1.000 acre tract to a westerly corner of said 349.8379 acre tract, common to the northwest corner of said 1.000 acre tract, in the east right-of-way line of the aforementioned F.M. 359;

Thence, Northerly, 1,048 feet – along a west line of said 349.8379 acre tract, common to said east right-of-way line to the northwest corner of said 349.8379 acre tract, common to the southwest corner of that certain called 3.1323 acre tract described in the deed to Jessye Davis Spencer by an instrument of record in Volume 577, Page 183, W.C.D.R.;

Thence, Easterly, 1,941 feet – departing said east right-of-way line, partially along a north line of said 349.8379 acre tract, common to the south line of said 3.1323 acre tract, the south line of that certain called 1 acre tract described in the deed to City of Brookshire by an instrument of record in Volume 602, Page 556, W.C.D.R., the south line of that certain called 13 acre tract described in the deed to Mrs. I. Solomon by an instrument of record in Volume 96, Page 22, W.C.D.R., the south line of that certain called 1 acre tract described in the deed to Nelson Shelton, Et. Ux. By an instrument of record in Volume 156, Page 119, W.C.D.R., the south line of that certain called 233.394 acre tract described in the deed to Annie Shelton by an instrument of record in Volume 233, Page 394, W.C.D.R. to a northerly corner of said 349.8379 acre tract;

Thence, Northerly, 473 feet – along a westerly line of said 349.8379 acre tract to a northerly corner of said 349.8379 acre tract, in the south line of that certain called 1 acre tract described in the deed to Maud Malone, et al by an instrument of record in Volume 436, Page 404, W.C.D.R.;

Thence, Easterly, 822 feet – along a northerly line of said 349.8379 acre tract, common to the south line of said 1 acre Malone tract, the south line of that certain called 1.012 acre tract described in the deed to Robert Rogers, Et. Ux. by an instrument of record in Volume 301, Page

86.25 Acres

January 22, 2024  
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690, W.C.D.R., and the south line of that certain called 1.012 acre tract described in the deed to Robert Rogers, Et. Ux. by an instrument of record in Volume 202, Page 54, W.C.D.R. to the southwest corner of said 1.012 acre tract (Volume 202, Page 54), common to a northwesterly interior corner of said 349.8379 acre tract;

Thence, Northerly, 210 feet – along a northwesterly interior line of said 349.8379 acre tract, common to the east line of said 1.012 acre tract (Volume 202, Page 54) to a northwesterly interior corner of said 349.8379 acre tract, common to the northeast corner of said 1.012 acre tract (Volume 202, Page 54);

Thence, Westerly, 426 feet – along a northwesterly interior line of said 349.8379 acre tract, common to the said 1.012 acre tract (Volume 202, Page 54) and the north line of the aforementioned 1.012 acre tract (Volume 301, Page 690) to the northwest corner of said 1.012 acre tract (Volume 301, Page 690), common to the northeast corner of the aforementioned 1 acre Malone tract;

Thence, Northerly, 232 feet – departing a northwesterly interior line of said 349.8379 acre tract to a point for corner in a northerly line of said 349.8379 acre tract, common to the south line of that certain called 6.779 acre tract described in the deed to Elton R.R. Foster by an instrument of record in Volume 526, Page 432, W.C.D.R.;

Thence, Easterly, 1,135 feet – partially along a northerly line of said 349.8379 acre tract, common to the south line of said 6.779 acre tract to a point for corner;

Thence, Northerly, 1,102 feet – to a north corner of said 349.8379 acre tract, in the south right-of-way line of Tenth Street;

Thence, Easterly, 3,341 feet – partially along a northerly line of said 349.8379 acre tract and the aforementioned 207.02 acre tract, common to said south right-of-way line, the southerly lines of that certain called 2.0 acre tract described as the Water District Sewer Plant in Volume 129, Page 403, W.C.D.R., the south line of the proposed 2.397 acre donation tract to the City of Brookshire as shown on the exhibit produced by LJA Surveying, Inc. dated December of 2023,



86.25 Acres

January 22, 2024  
Job No. LJAS001-7777-1134

and the south line of Proposed TxDOT Parcels 100 and 101 as shown on maps produced by CP&Y dated October of 2022, and the centerline of the aforementioned Brookshire Creek, to the intersection of the south line of said Parcel 100, with the westerly line of the aforementioned Simonton ETJ Strip;

Thence, Southerly, 107 feet along a curve to the right with a radius of 2,640 feet – departing the south line of said Parcel 101 and along the westerly line of said Simonton ETJ;

Thence, in a southwesterly direction, 100 feet parallel to and being a southerly and easterly 100-foot offset of the previous described lines the following twenty-seven (27) courses:

1. Westerly, 3,188 feet – departing said westerly line, to a point for corner;
2. Southerly, 1,100 feet – to a point for corner;
3. Westerly, 1,134 feet – to a point for corner;
4. Southerly, 34 feet – to a point for corner;
5. Easterly, 430 feet – to a point for corner;
6. Southerly, 409 feet – to a point for corner;
7. Westerly, 818 feet – to a point for corner;
8. Southerly, 471 feet – to a point for corner;
9. Westerly, 1,939 feet – to a point for corner;
10. Southerly, 848 feet – to a point for corner;
11. Easterly, 296 feet – to a point for corner;

12. Southerly, 348 feet – to a point for corner;
13. Westerly, 296 feet – to a point for corner;
14. Southerly, 2,465 feet – to a point for corner;
15. Easterly, 2,372 feet – to a point for corner;
16. Southerly, 1,151 feet – to a point for corner;
17. Southwesterly, 2,761 feet – to a point for corner;
18. Southeasterly, 912 feet – to a point for corner;
19. Westerly, 295 feet – to a point for corner;
20. Southwesterly, 2,079 feet – to a point for corner;
21. Westerly, 265 feet – to a point for corner;
22. Northerly, 3,317 feet – to a point for corner;
23. Westerly, 2,010 feet – to a point for corner;
24. Northerly, 1,610 feet – to a point for corner;
25. Westerly, 3,430 feet – to a point for corner;
26. Southerly, 1,908 feet – to a point for corner;

86.25 Acres

January 22, 2024  
Job No. LJAS001-7777-1134

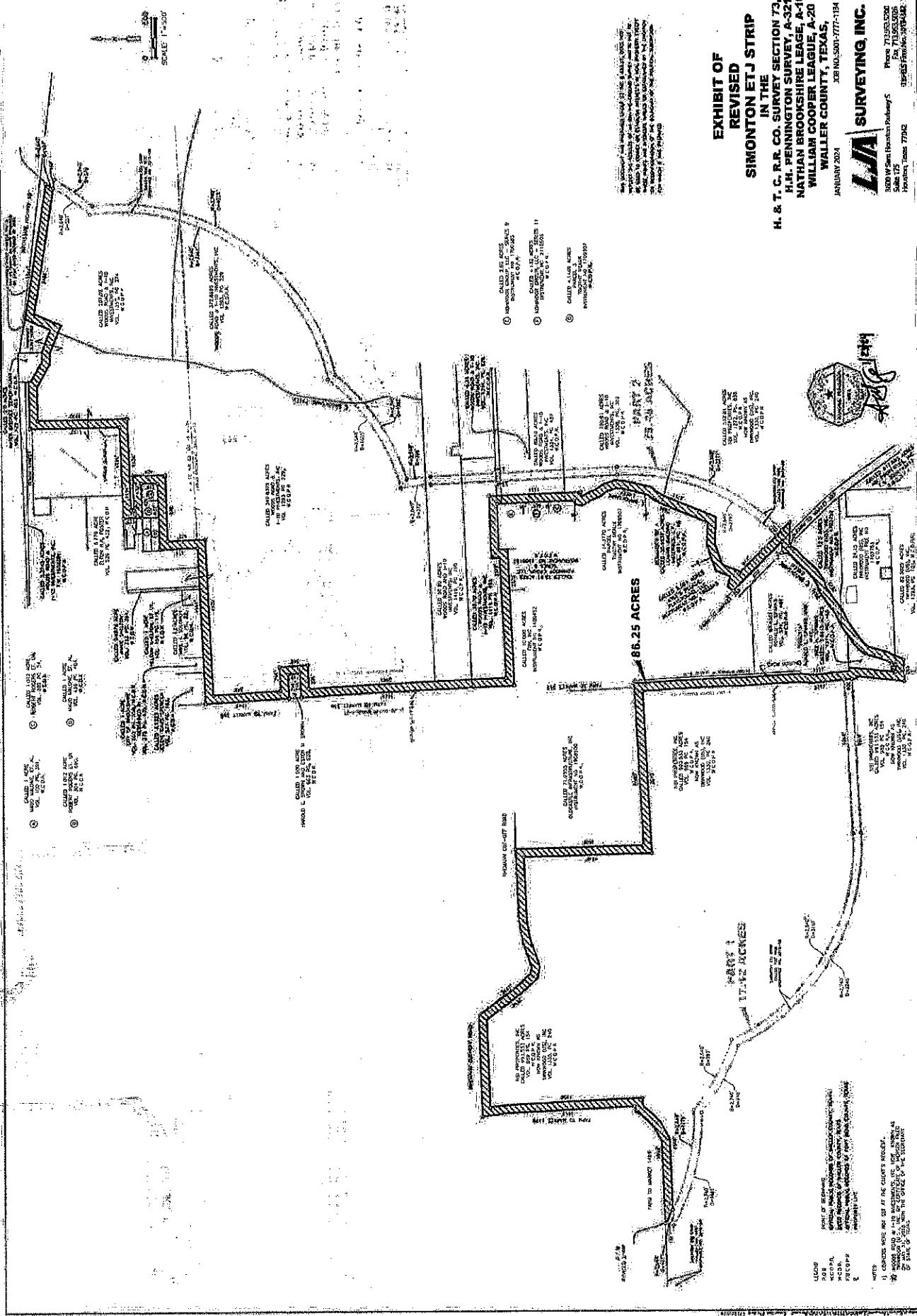
27. Westerly, 1,516 feet – to a point for corner in a northerly line of the aforementioned  
Simonton

Thence, Northwesterly, 197 feet along a curve to the right with a radius of 2,640 feet –  
along a northerly line of said Simonton ETJ Strip to the POINT OF BEGINNING and containing  
86.25 acres, more or less.

This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-  
ground survey and is not to be used to convey or establish interests in real property except  
those rights and interests implied or established by the creation or reconfiguration of the  
boundary of the political subdivision for which it was prepared.



*A.G.F.* 1/23/24



**EXHIBIT OF  
REVISED  
SIMONTON ET J STRIP  
IN THE**

**H. & T. C. R.R. CO. SURVEY SECTION 73, A-154  
IN THE  
H.J. PENNINGTON SURVEY, A-321  
NATHAN BROOKSHIRE LEASE, A-16  
WILLIAM COOPER LEASE, A-20  
WALLER COUNTY, TEXAS,  
JANUARY 2024**



**I/A**  
**SURVEYING, INC.**

3820 W Sam Houston Parkway S  
Suite 175  
Houston, Texas 77062  
Phone 713-953-5200  
Fax 713-953-5026  
E-MAIL: FARRIS-NO.1@AOL.COM

**EXHIBIT "B"**

**LEGAL DESCRIPTION AND DEPICTION OF THE REDUCTION TERRITORY**

(42.60 Acres; 14.49 Acres)

NOTE: The 42.60 Acre tract is made up of Part 1, 17.12 Acres, and Part 2, 25.48 Acres, as identified on the depiction.

*[Continues on Following Pages]*

DESCRIPTION OF  
42.60 ACRES  
SIMONTON ETJ ABANDONMENT

Being 42.60 acres of land located in the H. & T. C. R.R. Co. Survey Section 73, Abstract Number 154, the H.H. Pennington Survey, Abstract Number 321, the Nathan Brookshire Leage, Abstract Number 16, and the William Cooper League, Abstract Number 20, Waller County, Texas, out of that certain called 993.533 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 989, Page 154 of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 512.81 acre tract described in the deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., that certain called 190.91 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., that certain called 89.10 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 6.35 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., of that certain called 31.70 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 196, W.C.O.P.R., that certain called 50.90 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1419, Page 190, W.C.O.P.R., that certain called 349.8379 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, W.C.O.P.R., and that certain called 207.02 acre tract described in the deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1357, Page 274, W.C.O.P.R., (Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018 with the Office of the Secretary of State of Texas, and NBI Properties Inc. now known as Twinwood (U.S.), Inc. by an instrument of record under Volume 1330, Page 240, W.C.O.P.R.), said 42.60 acre tract being more particularly described in 2 parts as follows:

PART 1

COMMENCING for reference at a northerly corner of the Simonton ETJ Strip as described in Ordinance Number 2015-08, in the south right-of-way line of Farm to Market (F.M.) 1489, common to a north line of said 993.533 acre tract;

Thence, Southeasterly, 197 feet along a curve to the left with a radius of 2,640 feet – departing said common line and along a northerly line of said Simonton ETJ Strip to the POINT OF BEGINNING and a northerly corner of the herein described tract;

Thence, Southeasterly, 1,279 feet along a curve to the left with a radius of 2,640 feet – continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Southeasterly, 993 feet along a curve to the left with a radius of 2,640 feet – continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Southeasterly, 3,168 feet along a curve to the left with a radius of 2,640 feet – continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Easterly, 1,904 feet – continuing along a northerly line of said Simonton ETJ Strip to a point;

Thence, Southerly, 100 feet – departing said northerly line, to a point in a southerly line of said Simonton ETJ Strip;

Thence, in a northwesterly direction, 100 feet parallel to and being a southwesterly 100-foot offset of the previous described lines the following four (4) courses:

1. Westerly, 1,909 feet – along a southerly line of said Simonton ETJ Strip to a point;

2. Northwesterly, 3,245 feet along a curve to the right with a radius of 2,740 feet – continuing along a southerly line of said Simonton ETJ Strip to a point;

3. Northwesterly, 948 feet along a curve to the right with a radius of 2,740 feet – continuing along a southerly line of said Simonton ETJ Strip to a point;
4. Northwesterly, 1,465 feet along a curve to the right with a radius of 2,740 feet – continuing along a southerly line of said Simonton ETJ Strip to a point;

Thence, Easterly, 199 feet – departing said southerly line to the POINT OF BEGINNING and containing 17.12 acre of land, more or less.

PART 2

COMMENCING for reference at the intersection of a westerly line of the aforementioned Simonton ETJ Strip with the south line of Proposed TxDOT Parcel 101 as shown on maps produced by CP&Y dated October of 2022;

Thence, Southerly, 107 feet along a curve to the right with a radius of 2,640 feet – departing said south line and along a westerly line of said Simonton ETJ Strip to the POINT OF BEGINNING and a northerly corner of the herein described tract;

Thence, Easterly, 107 feet – departing said westerly line to a point in an easterly line of said Simonton ETJ Strip;

Thence, Southwesterly, 570 feet along a curve to the right with a radius of 2,740 feet – along an easterly line of said Simonton ETJ Strip to a point;

Thence, Southwesterly, 4,028 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Southwesterly, 1,592 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;



Thence, Southerly, 296 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Southerly, 2,348 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Southerly, 2,277 feet along a curve to the right with a radius of 2,740 feet – continuing along an easterly line of said Simonton ETJ Strip to a point;

Thence, Northwesterly, 100 feet – departing said easterly line, to a point in a westerly line of said Simonton ETJ Strip;

Thence, in a northerly and easterly direction, 100 feet parallel to and being a westerly and northerly 100-foot offset of the previous described lines the following six (6) courses:

1. Northerly, 2,193 feet along a curve to the left with a radius of 2,640 feet – along a westerly line of said Simonton ETJ Strip to a point;
2. Northerly, 2,348 feet – continuing along a westerly line of said Simonton ETJ Strip to a point;
3. Northerly, 372 feet along a curve to the left with a radius of 2,640 feet – along a westerly line of said Simonton ETJ Strip to a point;
4. Northeasterly, 1,655 feet along a curve to the left with a radius of 2,640 feet – along a westerly line of said Simonton ETJ Strip to a point;
5. Northeasterly, 3,961 feet along a curve to the left with a radius of 2,640 feet – along a westerly line of said Simonton ETJ Strip to a point;

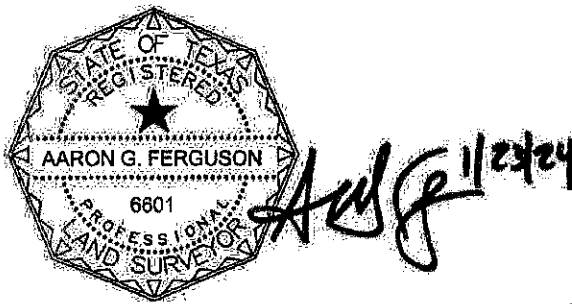
42.60 Acres

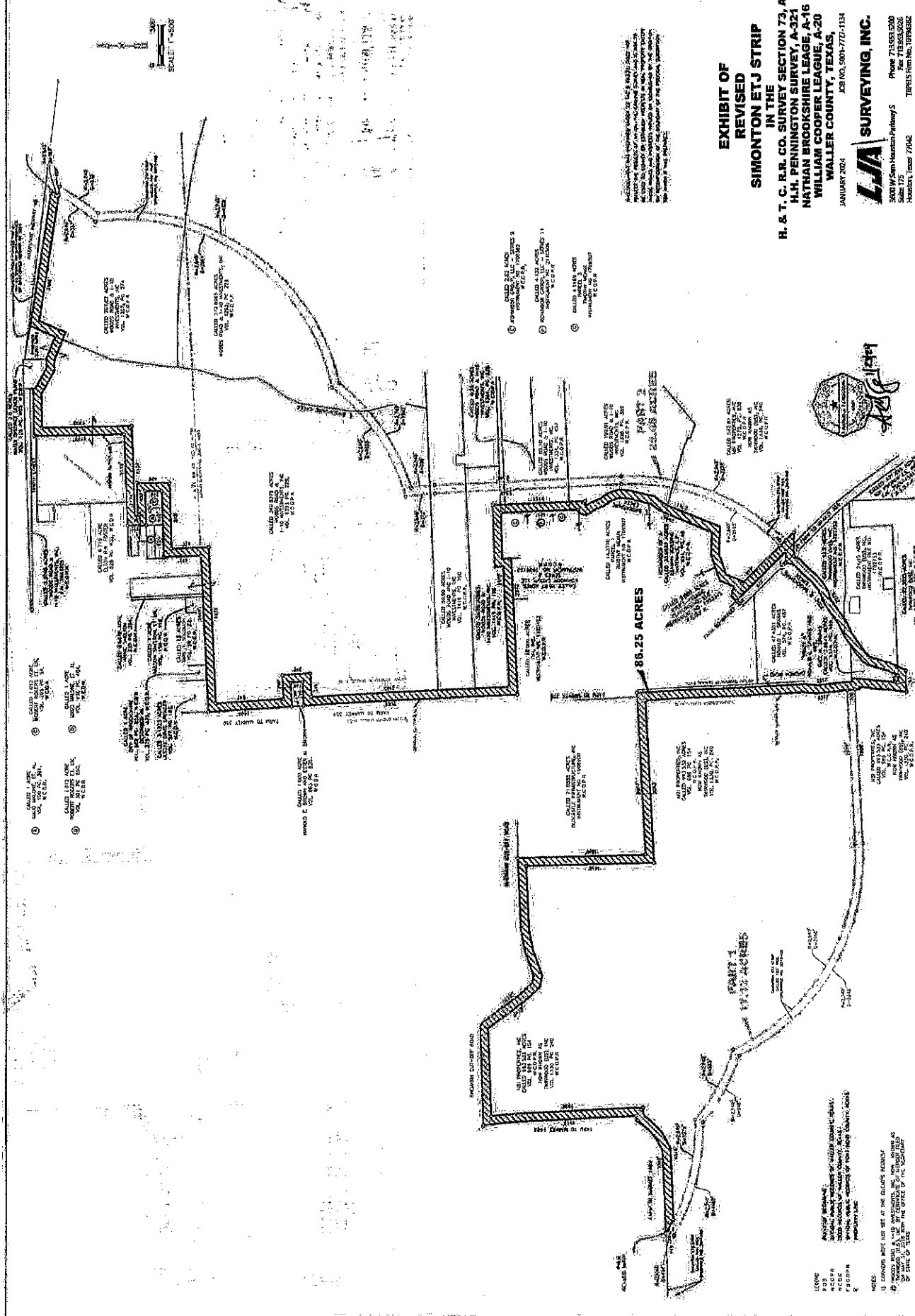
January 22, 2024  
Job No. LJAS001-7777-1134

6. Northeasterly, 557 feet along a curve to the left with a radius of 2,640 feet –  
along a westerly line of said Simonton ETJ Strip to the POINT OF BEGINNING  
and containing 25.48 acres of land, more or less;

Said PART 1 and PART 2 containing a combined acreage of 42.60 acres.

This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.





**EXHIBIT OF  
REVISED  
SIMONTON ET J STRIP**

**H. & T. C. R.R. CO. SURVEY SECTION 73, A-154  
IN THE  
H.L. PENNINGTON SURVEY, A-321  
NATHAN BROOKSHIRE LEAGUE, A-16  
WILLIAM COOPER LEAGUE, A-20  
WALLER COUNTY, TEXAS,  
JANUARY 2014  
JOB NO. 5007-7777-1134**

WALLEN COUNTY, TEXAS,  
JANUARY 2024  
JOB NO. 5901-777-1134



**L.A. SURVEYING, INC.**

3600 W Sam Houston Parkway S  
Suite 175  
Houston, Texas 77042  
Phone 713/953-5200  
Fax 713/953-5026  
TAPES Film No. T0194382

Suite 175  
 Houston, Texas 77042

DESCRIPTION OF  
14.49 ACRES

Being 14.49 acres of land located in the Nathan Brookshire League, Abstract Number 16, Waller County, Texas, being a portion of that certain called 372.8995 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229 of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), a portion of that certain called 6.35 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., a portion of that certain called 14.00 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., a portion of that certain called 89.10 acre tract described in the deed to Woods Road and I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., a portion of that certain called 24.47 acre tract described as Pond F in the deed to Fort Bend County Municipal Utility District No. 213 by an instrument of record in Instrument No. 2001881, W.C.O.P.R., a portion of Reserves "A" and "B" of Welcome Group MDT, a subdivision of record in Instrument No. 1808483, W.C.O.P.R., a portion of that certain called 34.1210 acre tract described in the deed to Exeter Twinwood Land, L.P. by an instrument of record in Instrument Number 2115284, W.C.O.P.R., a portion of Twinwood Parkway (called 80-foot wide) as described in Instrument Numbers 1807098 and 1807099, W.C.O.P.R., and a portion of Discovery Hills Parkway (called 100-foot wide) as described in Instrument Number 2008672, W.C.O.P.R., (said Woods Road & I-10 Investments, Inc. now known as Twinwood (U.S.) Inc. by Certificate of Merger filed on May 31, 2018, with the Office of the Secretary of State of Texas), said 14.49 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Beginning at a 3/4-inch iron rod with cap found for the southwest corner of said 14.00 acre tract, common to a northerly corner of said 89.10 acre tract;

Thence, North 87° 34' 14" East, partially along the south line of said 14.00 acre tract, common to a northerly line of said 89.10 acre tract, and the north line of the aforementioned

14.49 Acres

August 5, 2025  
Job No. LJA001-2888-0000

34.1210 acre tract, 2,955.33 feet to a point for corner in the south line of said 14.00 acre tract, common to the north line of said 34.1210 acre tract;

Thence, South 02° 31' 07" East, departing said common line, 100.00 feet to a point for corner;

Thence, South 87° 34' 14" West, 3,055.34 feet to a point for corner;

Thence, North 02° 30' 41" West, 399.61 feet to a point for corner;

Thence, North 87° 34' 15" East, 3,055.29 feet to a point for corner;

Thence, South 02° 31' 07" East, 100.00 feet to a point for corner;

Thence, South 87° 34' 15" West, partially along the north line of the aforementioned 14.00 acre tract, common to the south line of the aforementioned 6.35 acre tract, 2,955.31 feet to a 3/4-inch iron rod with cap found for the northwest corner of said 14.00 acre tract, common to a southerly corner of said 6.35 acre tract, and a northerly corner of the aforementioned 89.10 acre tract;

Thence, South 02° 30' 41" East, along the west line of said 14.00 acre tract, common to a northerly line of said 89.10 acre tract, 199.61 feet to the POINT OF BEGINNING and containing 14.49 acres of land.

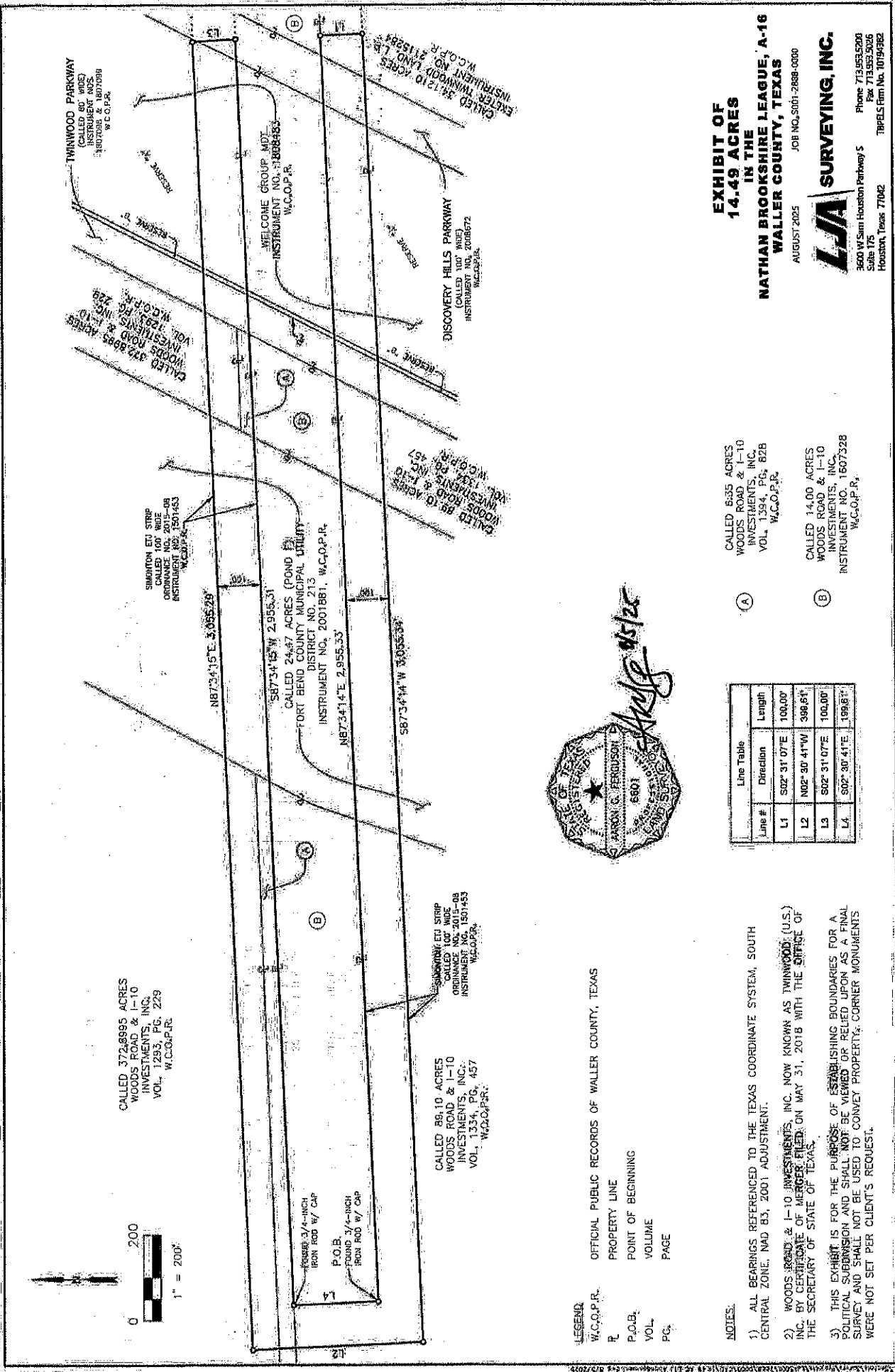
THIS EXHIBIT IS FOR THE PURPOSE OF ESTABLISHING BOUNDARIES FOR A POLITICAL SUBDIVISION AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY AND SHALL NOT BE USED TO CONVEY PROPERTY. CORNER MONUMENTS WERE NOT SET PER CLIENT'S REQUEST.



*AJF* 8/5/25

Page 2 of 2

LJA Surveying, Inc.



CITY OF SIMONTON  
FORT BEND COUNTY, TEXAS

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS,  
APPOINTING SIMONTON MANAGEMENT DISTRICT NO. 1 DISTRICT BOARD  
MEMBERS.

WHEREAS, the Simonton Management District No. 1 is a District created by Act of the 84<sup>th</sup>  
Legislature, Regular Session, 2015, codified at Chapter 3934, Texas Special District Local Laws  
Code (the "Code"); and

WHEREAS, the Code states, in part, that the mayor and members of the governing body of the  
city shall appoint voting directors from persons recommended by the board;

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

SECTION 1. The facts and matters set forth in the preamble to this Resolution are true and correct.

SECTION 2. The following individuals are re-appointed as District Board members of Simonton  
Management District No. 1.

Dan McDonald	Term ending June 1, 2027
Scott Aronstein	Term ending June 1, 2029
Cynthia J. Aber	Term ending June 1, 2029

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE CITY**

\_\_\_\_\_  
LAURIE BOUDREAUX, MAYOR

**ATTEST**

\_\_\_\_\_  
CHEYENNE GRAHAM, CITY SECRETARY

SIMONTON MANAGEMENT DISTRICT NO. 1

c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

April 9, 2025

Via U.S. Mail & Email

The Honorable Laurie Boudreaux  
Mayor, City of Simonton  
P.O. Box 7  
Simonton, TX 77476  
Mayor@SimontonTexas.Gov

Re: Simonton Management District No. 1 – Reappointment of Director

Dear Mayor Boudreaux:

Simonton Management District No. 1 (the "District") was created by Act of the 84<sup>th</sup> Legislature, Regular Session, 2015, codified at Chapter 3934, Texas Special District Local Laws Code (the "Code"). Pursuant to Section 3934.052 of the Code, "the mayor and members of the governing body of the city shall appoint voting directors from persons recommended by the board" and "a person is appointed if a majority of the members of the governing body, including the mayor, vote to appoint that person."

On behalf of the Board of Directors of the District (the "Board"), I am hereby requesting that the City Council of the City of Simonton re-appoint Dan McDonald to term ending June 1, 2027, as well as Scott Aronstein and Cynthia J. Aber to term ending June 1, 2029. The Directors are currently serving as District Board members.

Should you have any questions, please contact the District's attorney, Aaron Carpenter, at (713) 860-6481.



Sincerely,

A handwritten signature in blue ink that reads "Dan McDonald". The signature is fluid and cursive, with the first name "Dan" and last name "McDonald" clearly legible.

President, Board of Directors

cc (via email):      Ms. Nanci Mohr, City of Simonton  
                             Mr. Aaron Carpenter, Allen Boone Humphries Robinson LLP



**TWINWOOD MUD 1**

**ETJ ADJUSTMENT - 66.06 ACRES**

**JANUARY 2025**

**LEGEND**

	TRACT		TWINWOOD OWNERSHIP
	TWINWOOD MUD 1		CITY OF SIMONTON
	SIMONTON ETJ		FULTSHEAR ETJ
	SIMONTON ETJ		MUD DISTRICT BOUNDARIES

0 1,000 2,000  
FEET









N

AERIAL PHOTOGRAPH DATE: NEARMAP JAN 2025

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

3600 W Sam Houston Parkway S Suite 600  
Houston, Texas 77042  
Phone 713.553.5200  
LJA.com

A vertical scale bar with a black background and white text. It is marked with '0' at the top, '1,000' in the middle, and '2,000' at the bottom. The word 'FEET' is written vertically to the right of the '2,000' mark. A white rectangular box is located between the '1,000' and '2,000' marks.

	TRACT		TWINWOOD OWNERSHIP
	TWINWOOD MUD 1		CITY OF SIMONTON
	SIMONTON ETJ REVISED		FULSHEAR ETJ
	SIMONTON ETJ OLD		MUD DISTRICT BOUNDARIES

## LEGEND

TRACT TWINWOOD OWNERSHIP

TWINWOOD MUD 1

SIMONTON ETJ  
REVISED  
FULSHEAR ETJ

 SIMONTON ETJ  
OLD

 MUD DISTRICT  
BOUNDARIES

0 1,000 2,000

**FORT BEND  
COUNTY  
MUD 204**

1489

BRUNDRETT RD

**-ZUCKERO RD**

SAUNDERS

NAILS RD

ASHEIRD

**LORI LN**

**SIMONTON  
MANAGEMENT  
DISTRICT NO. 1**

1093

STANSBERRY RD

CHISHOLM RD

**PONY LN**

ALAMO DR

COUGAR DR

HORSESHOE RD

WRANGLER RD

BUCKSKIN RD

**GUYLER RD**

SPRAIN RD



STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ALL JURISDICTIONS WITHIN FORT BEND COUNTY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into by and between FORT BEND COUNTY, a body corporate and political under the laws of the State of Texas, acting by and through its governing body, the Fort Bend County Commissioners Court ("County"), and all Fort Bend County Jurisdictions that are legally signed to the Fort Bend County Emergency Operation Plan, collectively referred to as "Parties."

**WITNESS ETH**

WHEREAS, Fort Bend County, acting through the Fort Bend County Office of Homeland Security & Emergency Management, desires to enter into a Memorandum of Understanding to provide necessary disaster response, rescue, recovery, and or logistics services and related employee and member training prior to, during and/or following a tropical storm, flood, or other disastrous emergency or catastrophic manmade or natural events, as part of Fort Bend County's disaster emergency planning and preparation activities; and

Meanwhile, the provision of disaster response services under this Memorandum of Understanding will be consistent with services to be provided under the Emergency Operation Plan and all Annex.

WHEREAS, FBC all-hazard will increase the FBC Emergency Operation Center ("EMC") to a level higher than 4 and should be a declared emergency or disaster through the state or federal government.

WHEREAS, This MOU establishes a cooperative framework for emergency response efforts between Fort Bend County and all Interlocal Jurisdictions who sign onto this MOU to ensure effective coordination, resource sharing, and communication during emergencies or disasters.

WHEREAS, the Emergency MOU describes the standard procedures used to acquire resources and the method to ensure mutual planning and readiness coordination. This agreement applies to all emergency management activities, including preparedness, response, recovery, and mitigation efforts within the jurisdictional boundaries of Fort Bend County. Provide support and resources as needed during emergencies. Coordinate with state and federal agencies for additional assistance. Maintain communication with local jurisdiction throughout the emergency response process.

WHEREAS, the Parties recognize the vulnerability of the people located within Fort Bend County, Texas to damage, injury, and loss of life or property resulting from natural or manmade catastrophes; and

WHEREAS, Emergency Management MOU provides, in pertinent part, "When an FBC all hazard develops or appears to be developing which cannot be resolved by emergency management resources within the Local Jurisdiction or Unincorporated Areas of the County, it is the responsibility of the EMC to provide assistance and coordination to stabilize the incident or ready for the all-hazard;" and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding whereby all jurisdictions may be requested to provide assistance consistent with the Emergency Operation Plan and Annexes developed by the Fort Bend County Office of Homeland Security & Emergency Management, stakeholders, County Departments, and Jurisdictions, and approved by the commissioner's court.

WHEREAS, entering into a Memorandum of Understanding to provide such assistance services has been determined to be of beneficial public use to the County and

WHEREAS Parties desire to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties mutually agree as follows:

### **Section 1. Purpose**

This MOU aims to establish an understanding between the Parties in collaborating to meet the disaster response service needs of persons affected by a storm or other disastrous emergency or catastrophic event. This MOU shall apply to the dispatch of emergency service responses by LOCAL JURISDICTION when requested by the County in preparation for or in response to a disaster for services covered by the Emergency Operation Plan, incorporated herein by reference for all purposes.

The parties recognize the need for highly qualified staff and equipment for disaster response operations and that LOCAL JURISDICTIONS follow NIMS and have highly skilled, specialized staff and equipment that can provide critical services to the County, to the extent they are available. This MOU includes the staffing and equipping of emergency services.

### **Section 2. Term**

This MOU shall commence upon the day and date of the last signature affixed hereto. It shall continue in force and remain binding on each Party until 3 years. Prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it

should be extended for an additional three (3) years.

Notwithstanding the preceding, either party may terminate this MOU by providing written notice to the other party of its intent to terminate at least ninety (90) days before the expiration of the then-current term, where if written notice is provided pursuant to this section said termination shall become effective upon the expiration of the then-current term. In no event shall any extension of this MOU be for a period exceeding three (3) years.

### **Section 3. Methods of Cooperation**

LOCAL JURISDICTIONS will provide emergency services to the County affected by disasters as this MOU outlines. To facilitate this collaboration, the parties have agreed to the following:

#### **A. Mutual Support:**

1. Close liaison will be maintained between the County and LOCAL JURISDICTIONS.
2. The parties will participate in joint planning and preparedness activities for disaster events, including selected staff training and exercises
3. The County and LOCAL JURISDICTIONS will coordinate issuing public information on their cooperative activities.
4. Coordinate through LOCAL JURISDICTIONS elected officials or assigned EMC.
5. Response coordination will be through a designated Incident Command Post or the Fort Bend County EOC.

#### **B. LOCAL JURISDICTIONS Support of County Disaster Operations:**

1. LOCAL JURISDICTIONS will provide trained staff members and equipment to provide services, including but not limited to emergency and operational training, for which they are not otherwise contractually obligated. These activities may include all-hazard emergency response, mass care, and recovery operations.
2. LOCAL JURISDICTION staff members will report directly to the local elected official designee through their chain of command during disaster operations for which they have been requested.
3. When requested and deployed, LOCAL JURISDICTION's staff will remain subject to the policy and procedural requirements of their local protocols or procedures unless the county judge gives a directive or order under Title 418.

**C. County Support of LOCAL JURISDICTIONS:**

1. The County will provide policy direction, resourcing, communication, situation reporting, and logistical support to LOCAL JURISDICTION Incident Command Post, Incident Command, or Unified Command staff for the duration of the deployment.
2. The County will provide agreed-upon funding for operating LOCAL JURISDICTION personnel, equipment, vehicles, and aviation resources during mutually agreed-upon training exercises and all-hazard incidents.
3. The County will provide support in the declaration of local, state, and federal.
4. The Fort Bend County Emergency Operation Center is the Operational Area, the FBC EOC Logistics Section Chief, and the EMC is the point of contact.

**Section 4. Periodic Review**

Representatives of local jurisdictions and the County will jointly evaluate the progress in implementing this MOU on or around its anniversary date annually and develop new plans or goals as appropriate.

**Section 5. Notices**

Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this MOU shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this MOU, is writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

**TO COUNTY:**

Fort Bend County Office of Homeland & Emergency Management  
Attn: EMC  
307 Fort Street  
Richmond, Texas 77469

With a copy to:

Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

**TO LOCAL JURISDICTION:**

Local Jurisdiction  
Attn: Mayor or EMC  
Address list on the TDEM 147  
Mayor/EMC Email

A Notice is deemed received if the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier upon receipt as indicated by the date on the signed receipt. If the addressee rejects or otherwise refuses to accept the Notice or if the Notice cannot be delivered because of a change in address for which no Notice was given upon the rejection, refusal, or inability to deliver.

**Section 6. Compliance with Laws**

The Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this MOU. In case any one or more provisions contained in this MOU is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 7. Construction of Terms**

This MOU should be consistent with the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code, and Bend County Emergency Operation Plan, as they may be amended hereafter. As used in this MOU, the term "disaster" has the meaning given it in section 418.004 of the Texas Government Code.

**Section 8. Venue**

The mandatory and exclusive venue of any dispute between the Parties shall be Fort Bend County, Texas.

**Section 9. Non-Exclusive**

This MOU is not intended to be an exclusive MOU, and each Party may enter into another similar MOU. This MOU replaces and terminates any previous existing mutual aid MOU for like services entered into by the same Parties.

**Section 10. Confidential and Proprietary Information**

LOCAL JURISDICTION acknowledges that it and its employees, members, or agents may, while performing their responsibilities under this MOU, be exposed to or acquire confidential information for the County. Any information of any form obtained by LOCAL JURISDICTION or its employees or agents from the County in the performance of this

MOU shall be deemed confidential information of the County ("Confidential Information").

LOCAL JURISDICTION agrees to hold Confidential Information in strict confidence, using at least the same degree of care that LOCAL JURISDICTION uses in maintaining the confidentiality of its confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

LOCAL JURISDICTION, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

LOCAL JURISDICTION expressly acknowledges that the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the MOU to the contrary, the County will make any information related to the MOU, or otherwise, available to third parties in accordance with the Texas Public Information Act.

#### **Section 11. Independent Contractor**

In the performance of work or services hereunder, LOCAL JURISDICTION shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees, or volunteers and or members of LOCAL JURISDICTION or, where permitted, of its subcontractors.

LOCAL JURISDICTION and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this MOU, be deemed to be employees, agents, or servants of the County and shall not be entitled to any of the privileges or benefits of the County employment.

#### **Section 12. Severability**

Suppose any provision of this MOU is determined to be invalid, illegal, or unenforceable. In that case, the remaining provisions remain in full force, if the essential terms and conditions of this MOU for each party remain valid, binding, and enforceable.

#### **Section 13. Conflict**

In the event there is a conflict between this MOU and the Fort Bend County Emergency Operation Plan,



LOCAL JURISDICTION expressly acknowledges that the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the MOU to the contrary, the County will make any information related to the MOU, or otherwise, available to third parties per the Texas Public Information Act.

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In the performance of work or services hereunder, LOCAL JURISDICTION shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees, or volunteers and or members of LOCAL JURISDICTION or, where permitted, of its subcontractors.

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**Section 12. Severability**

Suppose any provision of this MOU is determined to be invalid, illegal, or unenforceable. In that case, the remaining provisions remain in full force, if the essential terms and conditions of this MOU for each party remain valid, binding, and enforceable.

**Section 13. Conflict**

In the event there is a conflict between this MOU and Annex R of the Fort Bend County Basic Plan, Annex R of the Fort Bend County Emergency Operation Plan, and any amendments thereto controls.

**Section 14. Recitals**

The recitals set forth above on Page 1 are incorporated herein by reference and made a part of this Agreement.

*{EXECUTION PAGE FOLLOWS}*

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

**Local Jurisdiction**

By \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Date: \_\_\_\_\_

**Fort Bend County**

By \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Richard, Fort Bend County Clerk

**Providing Agency (If different from Local Jurisdiction)**

By \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Date: \_\_\_\_\_



## CONTRACT/ESTIMATE

PROJECT #:		DATE:	9/3/2025
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### PHONE NUMBERS:

BILLED TO:	City of Simonton	HOME:		WORK:	(281) 533-9809
	P.O. Box 7	FAX:		MOBILE:	
	Simonton, TX 77476	EMAIL:	<a href="mailto:info@simontontexas.gov">info@simontontexas.gov</a>		
ATTN:	Laurie Boudreaux		<a href="mailto:Mayor@simontontexas.gov">Mayor@simontontexas.gov</a>	CUST #:	

SERVICE ADDRESS:	Valley Lodge Sections 2 & 3 - Simonton, TX 77476
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WORK TO BE PERFORMED:	COST
Provide a 3-man tree crew to perform the scope of services listed below under the supervision of a Yellowstone Landscape – Tree Division Arborist. The tree crew will be equipped with a chipper truck, chipper, chainsaws, pole saws/clippers, climbing equipment, PPE, and traffic control devices. Equipment that is also available includes bucket trucks and prentice loaders.	
<b>Roadway Clearance Pruning:</b> Raise trees along roadways to a minimum height of 12' over the curb (or edge of roadway) and 15' over the center of the roadways in areas marked on provided map. Residential trees (Oaks, Pecans, Elms) encroaching roadways will be properly pruned (crown reduced) for clearance while maintaining aesthetic value. Haul all generated debris.	\$16,625.00
If acceptable, please sign and email back to me or respond approved. Thank you. Email: <a href="mailto:agannaway@yellowstonelandscape.com">agannaway@yellowstonelandscape.com</a> Aaron Gannaway	

**YELLOWSTONE LANDSCAPE** will not be held liable for damage to existing structures, utilities, cables, pipes, other improvements located under the surface of the property, or unmarked easements, unless owner or owner's agent identifies and locates, with sufficient visible markers, all hazards prior to commencement of the work being performed. **YELLOWSTONE LANDSCAPE** will not be responsible for confirming ownership of property or trees located on property where requested work is to be completed. **Overhead powerlines are EXTREMELY dangerous, and no work whatsoever will be performed within twenty feet (20') of any powerline. This distance shall be adjusted accordingly when using pole or extension saws.** If multiple scopes of work are detailed on one estimate, you may receive multiple invoices. Payment is due upon receipt of invoice. A service charge of 1.5% per month or 18% APR will be added to all overdue accounts. You will also be liable for all legal and collection fees.

Subtotal	\$16,625.00
Sales Tax	EXEMPT
Total	<b>\$16,625.00</b>

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



# Fort Bend CAD Web Map

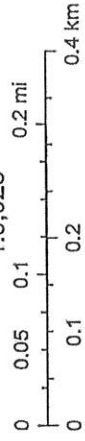


5/28/2025, 11:01:26 AM

Texas Counties

Streets

1:9,028

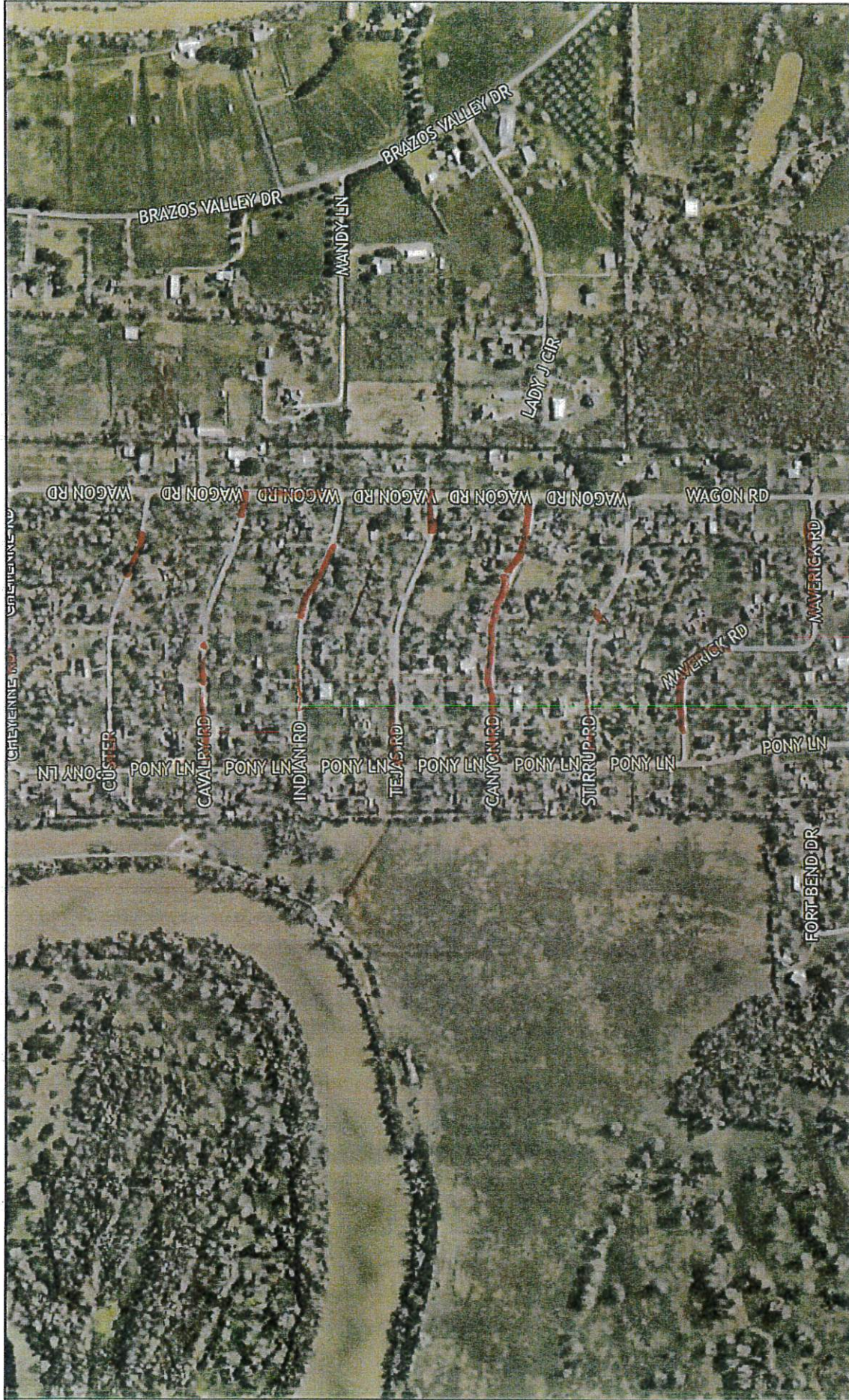


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Fort Bend County Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)  
 Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



# Fort Bend CAD Web Map

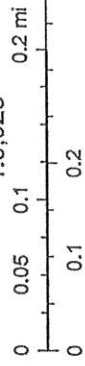


5/28/2025, 11:04:06 AM

Texas Counties

Streets

1:9,028



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Fort Bend County Appraisal District, BIS Consulting - www.bisconsulting.com  
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.