

FORT BEND COUNTY FY 2009  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: August 28, 2009	Submitted By: Michael Gutierrez
Court Agenda Date: September 01, 2009	Department: Comm. Pct. #1
	Phone Number: 281-633-7687 <i>20 E</i>

**SUMMARY OF ITEM:** Take all appropriate action to discuss and consider taking action on the partial release of easement for Center Point in lieu of the Utility Agreement.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO

**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO  *9-1-09*

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

*9-4-09 orig. recorded in property records at Co. Clerk and ret. to Bill Vidor at Co. Attorney*

104



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PARTIAL RELEASE  
OF  
EASEMENT**

STATE OF TEXAS §

COUNTY OF FORT BEND§

WHEREAS, by instruments dated October 13, 1999, granted to Reliant Energy Entex and recorded under Fort Bend County Clerk's File No. 199100304 and dated July 1, 1944, granted to Houston Pipe Line Company recorded at Volume 220, Page 386 of the Real Property Records of Fort Bend County, Texas.

WHEREAS, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations has been requested by Fort Bend County to release its right of use of that part of the easement specified in the next paragraph of this instrument, which CenterPoint Energy Resources Corporation, is willing to do a partial release of the above-referenced easements which crosses or bisects Part 1 and Part 2 of the tracts of land as described within Exhibit A attached hereto and made a part hereof.

WHEREAS, FORT BEND has agreed to pay to CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for this release.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That in consideration of the premises, CenterPoint Energy Resources Corporation, has **RELEASED**, for the consideration of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and does by these presents **FOREVER RELEASE**, to Fort Bend County a political subdivision of the State of Texas all of its right of use of the hereinafter described portion of that easement specified in the first paragraph of this instrument, which released portion is described as follows:

As described on Exhibit A attached hereto.

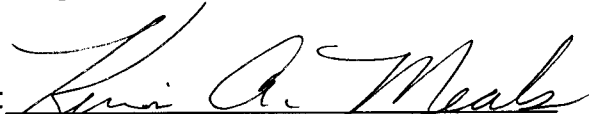
Fort Bend County hereby agrees to pay to CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for this Partial Release of Easement.

This is a partial release which affects only that part of the easement described in Exhibit A and which partial release does not in any manner affect CenterPoint Energy Resources Corporation, right to use the remainder of the easement.

**EXECUTED** this 27th day of August, 2009.

CENTERPOINT ENERGY  
RESOURCES CORPORATION, d/b/a  
CENTERPOINT ENERGY TEXAS GAS  
OPERATIONS

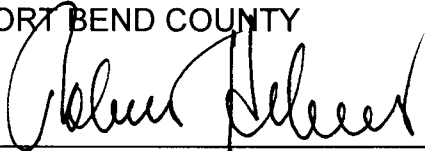
BY:



Kevin A. Meals, Manager  
Surveying & Right of Way Division  
Agent & Attorney-in-Fact

AGREED this 1 day of September, 2009

FORT BEND COUNTY

BY:   
ROBERT HEBERT

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on August 27, 2009, by Kevin A. Meals, Manager of the Surveying & Right of Way Division of CenterPoint Energy Houston Electric, LLC, Agent and Attorney-in-Fact of CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations on behalf of said corporation



  
Notary's Signature

STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on September 01, 2009, by ROBERT HEBERT, the County Judge of Fort Bend County, Texas.

  
Notary's Signature

AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY  
P. O. BOX 1700  
HOUSTON, TX 77251-1700



Exhibit A

County: Fort Bend  
Highway: Ransom Road  
Project Limits: Wheaton Street to Bent Bridge

Property Description for Parcel 3 Parts 1 & 2

Being a 1.2509 acre (54,490 square foot) parcel of land out of the Jane H. Long Survey, Abstract No. 55, Fort Bend County, Texas; said 1.2509 acre tract also being out of a certain 48.680 acre tract of land described in a deed dated June 27, 1996 from Don Wells et ux, to Nathan C. Young et ux, recorded in Fort Bend County Clerk's File No. 9642016, Official Public Records of Fort Bend County (O.P.R.F.B.C.); said 1.2509 acres of land being more particularly described in two parts by metes and bounds as follows:

Part 1

COMMENCING at a found 5/8 inch iron rod at the northeast corner of Hillcrest Circle Subdivision recorded in Slide 1778A, Plat Records of Fort Bend County (P.R.F.B.C.), being also the northwest corner of the abovementioned 48.68 acre tract; thence as follows:

South 15° 00' 25" West, along the common line of Hillcrest Circle Subdivision and the said 48.680 acre tract, a distance of 1,032.02 feet to a 5/8 inch iron rod with cap stamped "LANDTECH CONSULTANTS" set in the proposed north right of way line of Ransom Road, for the northwest corner and POINT OF BEGINNING of the herein described tract;

- 1.) THENCE South 74° 50' 08" East, along the proposed north right of way line of Ransom Road, a distance of 1,559.28 feet to a 5/8 inch iron rod with cap stamped "LANDTECH CONSULTANTS" set on the common line of the said 48.680 acre tract and a certain call 0.45 acre tract described as "Tract I" in deed dated April 24, 1984, to Will Rosniak et ux, recorded in Volume 1427, Page 162 O.R.F.B.C., for the northeast corner of the herein described tract;
- 2.) THENCE South 24° 11' 32" West, along the common line of said 48.680 acre tract and the said Rosniak tract, a distance of 30.54 feet to a point on the existing north right of way line of Ransom Road (by prescription; width varies) for the southwest corner of the said Rosniak tract and the southeast corner of the herein described tract, from which a found eye bolt bears North 24° East, 1.26 feet;

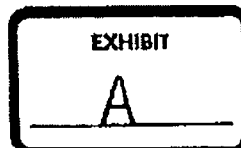


Exhibit A

County: Fort Bend  
Highway: Ransom Road  
Project Limits: Wheaton Street to Bent Bridge

- 3.) THENCE North 75° 08' 00" West, along the existing north right of way line of Ransom Road, a distance of 1,554.41 feet to a found 3/4 inch iron pipe for the southeast corner of Hillcrest Circle Subdivision and the southwest corner of said 48.68 acre tract and the herein described tract;
- 4.) THENCE North 15° 00' 25" East, along the common line of said Hillcrest Circle Subdivision and the said 48.68 acre tract, at a distance of 20.33 feet pass a 5/8 inch iron rod found in the existing north line of Ransom Road (as dedicated by plat recorded in Slide Nos. 1672B and 1673A, P.R.F.B.C.), in all a distance of 38.24 feet to the POINT OF BEGINNING containing 1.2221 acres or 53,235 square feet of land within said Parcel 3 Part 1.

Notes:

The POINT OF BEGINNING of this description has coordinate values of X=3,001,443.07 and Y=13,772,491.68. All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone, North American Datum of 1983 (1993 adjustment). All distances and coordinates shown are surface and may be converted to grid by multiplying by a grid factor of 0.999868059.

Part 2

COMMENCING at a found 1/2 inch iron pipe being an angle point on the east line of said 48.680 acres tract; said point is also an angle point of a certain tract of land called 255.12 acre tract of land described in a deed dated March 26, 1961 from Jane Johnson Wessendorff, to Joe C. Wessendorff, recorded in Volume 451, Page 315 Fort Bend County Deed Records (F.B.C.D.R.); thence as follows:

South 23° 56' 21" West, along the common line of said 48.680 acre tract and said 255.12 acre tract, a distance of 614.44 feet to a 5/8 inch iron rod with cap stamped "LANDTECH CONSULTANTS" set on the proposed north right of way line of Ransom Road for the northeast corner and the POINT OF BEGINNING of the herein described tract, said point also being in the existing north right of way line of Ransom Road as it runs easterly from this point (100.00 feet wide per F.B.C.C.F. No. 2004134394);

Exhibit A

County: Fort Bend  
Highway: Ransom Road  
Project Limits: Wheaton Street to Bent Bridge

- 1.) THENCE South 23° 56' 21" West, continuing along the common line of the said 48.680 acre tract and said 255.12 acre tract, a distance of 50.31 feet to a point on the existing north right of way line of Ransom Road (as it runs westerly from this point) for the southeast corner of the herein described tract;
- 2.) THENCE North 75° 08' 00" West, along the existing north right of way line of Ransom Road (by prescription; width varies), a distance of 27.83 feet to a found axle in the common line of the said 48.680 acre tract and a called 0.467 acre tract of land described in a warranty deed dated May 05, 1993 from Sidney Mellon, to Ellie Herrera Vasquez, recorded in Volume 2525, Page 1907, Fort Bend County Deed Records (F.B.C.D.R.), for the southwest corner of the herein described tract;
- 3.) THENCE North 24° 09' 13" East, along the common line of said 48.680 acre tract and the said 0.467 acre tract, a distance of 41.90 feet to a 5/8-inch iron rod with cap stamped "LANDTECH CONSULTANTS" set on the proposed north right of way line of Ransom Road for the northwest corner of the herein described tract;
- 4.) THENCE North 88° 43' 11" East, along the proposed north right of way line of Ransom Road, a distance of 29.98 feet to the POINT OF BEGINNING containing 0.0288 of an acre or 1,255 square feet of land within said Parcel 3 Part 2.

Notes:

The POINT OF BEGINNING of this description has coordinate values of X=3,003,623.92 and Y=13,771,924.60. All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone, North American Datum of 1983 (1993 adjustment). All distances and coordinates shown are surface and may be converted to grid by multiplying by a grid factor of 0.999868059.

I, William J. Massey, a Registered Professional Land Surveyor in the State of Texas do hereby certify that this survey was prepared from an actual on-the-ground survey of the property described herein conducted by me or under my supervision and that this

August 2006  
Revised November 2006  
Parcel 3 Parts 1 & 2  
Page 4 of 4 Pages

Exhibit A

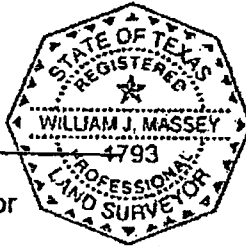
County: Fort Bend  
Highway: Ransom Road  
Project Limits: Wheaton Street to Bent Bridge

survey correctly represents the facts found at the time of the survey.

Survey date: December, 2004

*William J. Massey* 11/3/06  
Date

William J. Massey  
Registered Professional Land Surveyor  
Texas Registration No. 4793



Parcel No. 3 Prepared By: .  
Landtech Consultants, Inc.  
2627 N. Loop West, Ste. 224  
Houston, Texas 77008  
(713) 861-7068

s:\2004\0410277M&B\parcel-3.doc

STATE OF TEXAS,

County of FORT BEND

THIS AGREEMENT made and entered into by and between P. J. HENDEE AND WIFE

P. J. Hendee

of Fort Bend County, Texas, hereinafter, whether one or more, called "Grantor," and the HOUSTON PIPE LINE COMPANY, a Texas corporation domiciled at Houston, Texas, hereinafter called "Grantee";

WITNESSETH:

(1) In consideration of ..... paid Grantor by Grantee, the receipt of which is hereby acknowledged, and the mutual promises and covenants herein contained, Grantor does hereby GRANT, SELL AND CONVEY unto Grantee the right-of-way and right to lay, construct, maintain, inspect, operate, repair, substitute, replace and remove pipes and pipe lines for the transportation of oil, gas, the products or by-products of each of same, water and other similar commodities, and ~~also the right to erect, install, maintain, inspect, operate, replace, repair and remove a line of poles and wires, together with such structures, equipment and apparatus incident to the use and convenient operation of said pipe lines and wire lines at a location and on a route to be selected by Grantee on, in, over and through the following described land in~~ Fort Bend County, Texas, to-wit:

*P.J.H.*

The 121.75 Acre tract of land more or less, in the Jane H. Long League, Abstract 55, Fort Bend County, Texas described in deed recorded in Volume 179, Page 593 of Deed Records of Fort Bend County, Texas.

Said line to begin at a point in the South line of said tract and the North line of a gravel road at a point about 1689 feet Westwardly from the East line of said tract in the North line of said road;

Thence N 20°0' E 1150 feet to the present South bank of the Brazos River. And a second line to begin in the above described line at a point about 600 feet South 20°0' West from the present South bank of the Brazos River;

Thence in a Northerly direction 450 feet;

Thence N 20°0' E 100 feet to the present South bank of the Brazos River at a point about 250 feet upstream from the first line;

Together with a gate valve box 6' x 12' extending about 18 inches above the surface of the ground to be located at the above mentioned intersection of lines.

It is specifically provided that the Grantee shall install and maintain and keep securely looked at all times, except when in actual use, a substantial gate at the entrance to said property at the North line of said gravel road. Said locks and chains providing for an exclusive lock to be used by the Grantor.

It is further provided the right of ingress and egress and operations by the Grantee or its operatives on said property under this grant shall be confined to an area within 30 feet of each side of said lines installed. This provision, however is not exempting the Grantee from liability for any and all damages occasioned to the premises and property of the said Grantor or his successors by the operations of the Grantee.

Grantee shall install a tap to its line on the said land at a point satisfactory to Grantor and shall sell or cause gas to be sold to Grantor at said tap so long as Grantee uses said line for the transportation of gas, said sales to be made at the same rates and under the same terms and conditions as gas is sold and delivered to similar consumers. It is understood between the parties hereto that the pipe line above referred to will be subject to delays in service and occasional pressure failure and it is understood and agreed that the Grantor taking gas from said line does so with full knowledge of the occasional delays in service and pressure failures and accepts service from said line at Grantor's own risk. It is furthermore understood that the Grantee is under no obligation to continue to transport gas through said line.

AS PER ORIGINAL

3007  
T 5

STATE OF TEXAS,

County of FORT BEND

THIS AGREEMENT made and entered into by and between P. J. HENDEE AND WIFE

*Etta H. Hendee*

of Fort Bend County, Texas, hereinafter, whether one or more, called "Grantor," and the HOUSTON PIPE LINE COMPANY, a Texas corporation domiciled at Houston, Texas, hereinafter called "Grantee";

WITNESSETH:

(1) In consideration of...paid Grantor by Grantee, the receipt of which is hereby acknowledged, and the mutual promises and covenants herein contained, Grantor does hereby GRANT, SELL AND CONVEY unto Grantee the right-of-way and right to lay, construct, maintain, inspect, operate, repair, substitute, replace and remove pipes and pipe lines for the transportation of oil, gas, the products or by-products of each of same, water and other similar commodities, and also the right to erect, install, maintain, inspect, operate, replace, repair and remove a line of poles and wires, together with such structures, equipment and apparatus incident to the use and convenient operation of said pipe lines and wire lines at a location and on a route to be selected by Grantee on, in, over and through the following described land in

Fort Bend County, Texas, to-wit:

with the right of ingress and egress in, on, over and through said land for any and all purposes necessary and incident to the exercise by Grantee of the rights granted hereunder.

TO HAVE AND TO HOLD the said easement, rights and right-of-way unto the said Grantee, its successors and assigns, forever, subject to the terms hereof.

(2) Grantee shall be liable to Grantor for all damages by reason of any injury or injuries to the growing crops or other property of Grantor on or about said land, the liability for such damages and the amount of such damages, in the event of disagreement between Grantor and Grantee, to be determined by a Board of Arbitration, consisting of three (3) persons, one of whom shall be selected by Grantor, and one of whom shall be selected by Grantee, and two (2) persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the parties hereto.

(3) Should more than one (1) pipe line be laid at any time under this grant, an additional consideration equal to the deration hereinabove recited shall be paid for each line so laid after the first line.

(4) All pipe lines laid or constructed hereunder shall be buried and kept buried so that the top of same shall be plow depth. Grantor warrants that he has full right, title and authority to execute this agreement. Grantee has the at any time to change the size of its pipes in any line laid or constructed hereunder.

(5) If, for a period of two years or longer, Grantee or its assignee uses none of the rights herein granted, then upon and in writing by Grantor, the rights herein granted shall revert to Grantor. Provided, Grantee shall have six (6) months the receipt of such demand in writing within which to either commence the use of any or all of the rights herein granted remove from said premises said pipe line or lines and wire lines and poles or other properties belonging to Grantee.

(6) This agreement and all the terms and provisions hereof shall be binding upon all parties hereto, their heirs, administrators, successors or assigns. The acceptance hereof by Grantee shall be sufficient evidence of the agreement by ee with all the terms and provisions hereof.

WITNESS our hands, this the 1st day of July, A. D. 1944

WITNESSES:

*P. J. Hendee*

*Etta H. Hendee*  
GRANTOR

OK  
R.C.



AS PER ORIGINAL

STATE OF TEXAS,

County.

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

GIVEN under my hand and seal of office, this the ..... day of ....., A. D. 19.....

Notary Public, ..... County, Texas.

STATE OF TEXAS,

Ft Bend

County.

BEFORE ME, the undersigned authority, on this day personally appeared P. J. Hendee and Etta H. Hendee, wife of the said P. J. Hendee, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purpose and consideration therein expressed; and the said Etta H. Hendee, wife of the said P. J. Hendee, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Etta H. Hendee, acknowledged such instrument to be her act and deed, declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 3rd day of July, A. D. 1944.

R. A. Parton, Notary Public, Ft Bend County, Texas.

AS PER ORIGINAL

46075

P. J. Hendee

HOUSTON PIPE LINE COMPANY

PIPE LINE RIGHT-OF-WAY

Survey

County

FILED FOR RECORD

JUL 21 1944

At 9 o'clock, County Clerk, Fort Bend County, Texas

COMPARED

HO Pipe Line Co. Etta Hendee

THE STATE OF TEXAS COUNTY OF FORT BEND

I, C. D. Myers, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 21 day of July, A. D. 1944, at 9:00 o'clock A. M., and duly recorded the 4 day of August, A. D. 1944, at 3:25 o'clock P. M., in the Deed Records of said County, in Vol. 220 on page 386.

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Paul Plank Deputy.

C. D. MYERS, Clerk County Court, Fort Bend County, Texas

STATE OF TEXAS,  
FertinBard COUNTY.

THIS MEMORANDUM OF AN AGREEMENT made and entered into by and between  
Gordon Hendee, Percy J. Hendee and the said lands

of FertinBard County, Texas, hereinafter, whether one or more, known as First Party,  
and the HOUSTON OIL COMPANY OF TEXAS, a Texas Corporation with its domicile at Houston, Texas, hereinafter known as  
Second Party, WITNESSETH:

(1) First Party, for and in consideration of the payment to it by Second Party of the sum of **Twenty Five**  
cents per lineal rod, the receipt of which is hereby acknowledged and confessed, and for the other and further considerations,  
conditions and reservations hereinafter mentioned, does hereby grant, sell, and convey unto Second Party a right-of-way to lay,  
construct, maintain, operate, repair, and remove an Oil, and/or Gas, Pipe Line for the transportation of oil, and/or gas, and other  
similar commodities, at a location and on a route to be selected by Second Party, over, through, and upon the following tracts or  
parcels of land, to-wit: **Being 121 1/2 acres of land out of the Jane H. Long League**  
**In Fert Bend County, Texas and having Abstract No. 55.**

Also the right to erect, construct, maintain, repair, operate, and remove a line of poles and telegraph and/or telephone  
lines along and upon said right-of-way. Also all reasonable right of ingress and egress at all reasonable times for the purpose  
of the use and enjoyment of the rights hereinbefore granted.

It being stipulated, however, that Second Party shall be liable to First Party for all damages by reason of an injury or  
injuries to the growing crops or other property of First Party on or about said land, the liability for such damages and the  
amount of such damages, in the event of disagreement between First Party and Second Party, to be determined by a Board of  
Arbitration, consisting of three (3) persons, one of whom shall be selected by First Party, and one of whom shall be selected  
by Second Party, and the two (2) persons thus selected shall select the third person. A decision of such Board of Arbitration,  
or a majority thereof, given in writing, shall be final and binding upon the Parties hereto.

TO HAVE AND TO HOLD the said easement, and/or right-of-way, unto the said Second Party, its successors and assigns,  
so long as the same shall be used for the purpose for which granted, but subject to the terms and provisions hereof.

(2) First Party grants to Second Party the right to lay, construct, maintain, operate, repair, and remove additional pipe  
lines over said lands and right-of-way granted above, parallel and adjacent to such first Pipe Line, for the transportation of oil,  
and/or gas, or other similar commodities, upon the payment by Second Party to First Party of the sum of **(25)** cents  
per lineal rod for each additional pipe line. Such pipe lines shall be laid, so far as practicable, parallel with and adjacent to the  
first pipe line, and as near to it as practicable, and in no event more than ten (10) feet distant. All of such pipe lines shall be  
buried and kept buried so that the top of same shall be below plow depth.

(3) The rights hereby granted to Second Party by First Party shall, upon demand in writing by First Party, revert to First  
Party if Second Party shall, for a period of two (2) years, voluntarily cease to use all of such pipe lines. Provided, Second Party  
shall have six (6) months after the receipt of such demand in writing within which either to resume operations or remove said  
pipe line, or pipe lines, and said telegraph and/or telephone lines.

(4) This Agreement and all the terms and provisions hereof shall be binding upon all Parties hereto, and/or their heirs,  
administrators, successors, or assigns. The acceptance hereof by Second Party shall be sufficient evidence of the agreement  
by Second Party with all of the terms and provisions hereof.

WITNESS our hands, this, the 9 day of April, A. D. 1920

*Gordon Hendee*  
*PJ Hendee*  
FIRST PARTY

STATE OF TEXAS,  
Fort Bend COUNTY.

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

GIVEN under my hand and seal of office, this, the 9 day of April, A. D. 1925.

Aline C. Powell  
District Clerk, Fort Bend  
~~County~~ County, Texas.  
By Eugene Milling Deputy

STATE OF TEXAS,  
Fort Bend COUNTY.

BEFORE ME, the undersigned authority, on this day personally appeared Percy J. Hendee and Etta Hendee, wife of the said Percy J. Hendee, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Etta Hendee wife of the said Percy J. Hendee, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Etta Hendee, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this, the 9 day of April, A. D. 1925.

District Clerk  
~~County~~ Fort Bend County, Texas.  
By \_\_\_\_\_ Deputy

AS PER ORIGINAL

5 Richmond 28 Road  
By P. J. Hendee  
COMPARED TO  
14087

HOUSTON OIL COMPANY OF TEXAS

Pipe Line Right-of-Way

Jane H. Long  
Fort Bend Co  
Survey County

Filed for record, this, the 12<sup>th</sup> day of December, A. D. 1925  
Kate Mitchell  
Clerk, County Court,  
Fort Bend County, Texas.

H. W. F.

THE STATE OF TEXAS,  
County of Fort Bend.

I, KATE MITCHELL, County Clerk in and for said County, do hereby certify that the foregoing instrument, dated the 9<sup>th</sup> day of Apr, 1925, with its Certificate of Authentication, was filed for record in my office the 12<sup>th</sup> day of Dec, A. D. 1925, at 8:50 o'clock A. M., and duly recorded the 19<sup>th</sup> day of Dec, A. D. 1925, at 2 o'clock P. M., in the Dec Records of said County, in Vol. 110 on Page 318-319.

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.  
By Jamie Darr Deputy. Kate Mitchell  
Clerk County Court, Fort Bend County, Texas.

247

# Reliant Energy Entex

a division of Reliant Energy Resources Corp

## RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEM

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT FOR AND IN CONSIDERATION OF One and No/100 Dollars (\$1.00) and other good and valuable consideration paid to the undersigned (herein called "Grantor", whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, SELL, and CONVEY unto Reliant Energy Entex, a division of Reliant Energy Resources Corp. (herein called "Grantee"), its successors and assigns, an unobstructed right of way and easement to construct, lay, install, maintain, operate, inspect, repair, alter, replace, change the size of, remove and relocate gas pipelines, (whether one or more) and appurtenances thereto (including, but not limited to, service lines) over, under, across, upon, along and through the following-described property, situated Jane H. Long League Abstract 55, Fort Bend County, Texas. To Wit:

The easement herein conveyed shall be confined to a Ten (10') feet wide strip of land situated out of the Jane H. Long League Abst. 55, and out of that same tract of land called 50 ac. as granted to Martha K Wells and recorded in Vol. 1896, Page 111 of the Fort Bend Co. Deed Records, said ten feet easement being more particularly described as follows ;

Beginning at the most southerly part of said 50 ac. tract of land and the intersection of the north right of way line of Ransom Road;

Thence N 25° 50' 27" E for a distance of 663.40' to a point for a corner;

Thence S 73° 36' 29" E for a distance of 100' to a point for a corner;

Thence N 25° 50' 27" E for a distance of 10' to a point for a corner;

Thence N 73° 36' 29" W for a distance of 110' to a point for a corner;

Thence S 25° 50' 27" W for a distance of 673.40' the north line of Ransom Rd

Thence S 73° 33' 07" E for a distance of 10' to the point of beginning .

Grantee shall have the right to use the surface of said right of way and easement to the extent necessary for full enjoyment of the rights herein granted.

Grantor hereby covenants and agrees that it shall not have the right to place, build or construct any buildings, structures, or obstructions of any kind, over, under, or upon the above-described right of way and easement nor to change the grade over said right of way and easement; provided, however, that paved roadways, ditches, storm sewer and sanitary sewer drains, pipelines, telephone, telegraph, and power lines may be constructed across (as distinguished from running lengthwise along, upon and over) said right of way and easement, if further, however, that fences may be constructed along or across said right of way and easement, if the prior written consent and approval of Grantee is obtained as to the route thereof and type and manner of constructing such fence or fences.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until released by recordable instrument executed by Grantee, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described and removal of such at will, in whole or in part.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

EXECUTED this the 13 day of October, 1999.

GRANTOR:

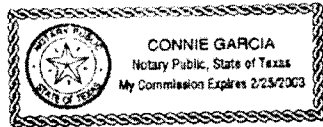
Teresa Guy Young  
SIGNATURE  
Teresa Guy Young  
PRINTED NAME

Nathan Cole Young  
SIGNATURE  
NATHAN Cole YOUNG  
PRINTED NAME

THE STATE OF TEXAS  
COUNTY OF Texas

"BEFORE ME, the undersigned authority, on this day personally appeared Teresa and Nathan Young known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that he/she(they) executed the same for the purpose and consideration therein expressed."

GIVEN under my hand and seal of office, this the 14<sup>th</sup> day of October, 1999.



Connie Garcia  
Notary Public, in and for the State of Texas  
CONNIE GARCIA  
PRINTED NAME

THIS DOCUMENT WAS FILED  
BY AND RETURNED TO:  
SURVEYING & MAPPING DIVISION  
RELJANT ENERGY HL&P  
P.O. BOX 1700  
HOUSTON, TX 77251-1700

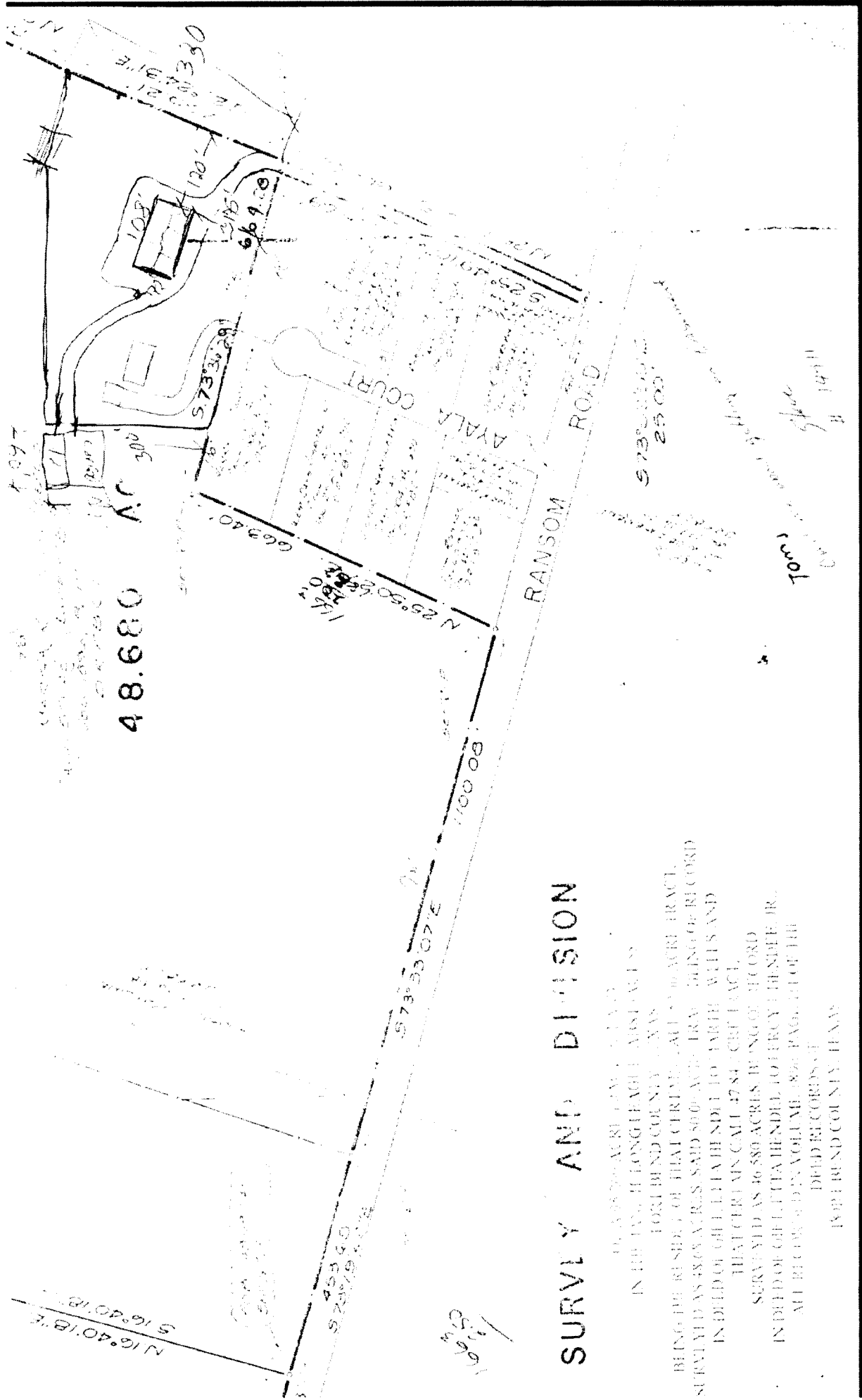
FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

11-17-1999 11:30 AM 1399100304  
JM \$11.00  
DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



SURVEY AND DIVISION

TO 48.680 ACRES BEING DIVIDED  
 IN THE TWO FOLLOWING PARCELS  
 FOR BEND COUNTY TEXAS  
 BEING THE RESULT OF THAT CERTAIN 64.55 ACRE TRACT  
 SURVEYED AS 48.68 ACRES SAID 50.00 ACRES TRACT BEING OF RECORD  
 IN DEED OF GEELETTA HENDEL TO FARBE WELLS AND  
 THAT CERTAIN CALL 47.84 ACRE TRACT  
 SURVEYED AS 46.88 ACRES BEING OF RECORD  
 IN DEED OF GEELETTA HENDEL TO FERCY FRENDE JR.  
 ALL RECORDS IN VOLUME 896 PAGE 11 OF THE  
 DEED RECORDS OF  
 BEND COUNTY TEXAS

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 Sep 04 02:51 PM

2009094697

CAK \$0.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS