





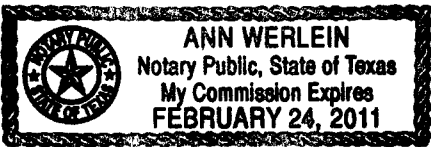
THE STATE OF TEXAS           §  
COUNTY OF FORT BEND       §

Before me, the undersigned authority, on this day personally appeared Robert E. Hebert, County Judge, of Fort Bend County, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on September 22, 2009.

*Ann Werlein*

\_\_\_\_\_  
Notary Public, State of Texas



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**DRAINAGE EASEMENT**

THE STATE OF TEXAS §

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT SWC Belfort Eldridge Limited c/o Phil Lundin, 11602 Stroud Drive, Houston, Texas 77072, hereinafter called "Grantor" (whether singular or plural), for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does by these presents GRANT, SELL and CONVEY unto FORT BEND COUNTY, TEXAS, a body corporate and politic, hereinafter called "Grantee", a Drainage Easement for the purpose of the installation, construction, repair or maintenance of an existing ditch. This easement is granted to permit the County of Fort Bend and any and all of its agents, officers, servants, employees and contractors, to enter upon the hereinafter described parcel of land and to use same for the purposes designated above as well as for an attendant, consequential or necessary storage of materials, equipment, supplies or dirt, as well as any other pertinent and needful purposes pertaining to the said work in, under and upon the following description parcel of land located in Fort Bend County, Texas to wit:

To a Drainage Easement by and between SWC Belfort-Eldridge Limited, a Texas Limited Partnership, Grantor, and Fort Bend County, a body corporate and politic, Grantee, dated 6/15/99 covering lands out of the Division of the Rudolph Vavrecka Estate's 120 Acre Tract in the Benjamin George Survey A-175, Fort Bend County, Texas, being described by metes and bounds as follows:

**TRACT 1**

1.997 acres, more or less, out of Tracts #1 and #2 of the Division Of the Rudolph Vavrecka Estate's 120 acre tract in the Benjamin George Survey, Fort Bend County, Texas, described by metes and bounds as follows:

For Connection, begin at the southeast corner of said Benjamin George Survey and of the original Rudolph Vavrecka 120 acre tract and the northeast corner of the William Hodge Labor in the centerline of Florence Road, in Fort Bend County, Texas, Thence, North, along the east line of said Benjamin George Survey and along the east lot line of Tract #1 of the Division of the said Rudolph Vavrecka Estate's 120 acre tract, 1611.05 feet to the southeast corner of and PLACE OF BEGINNING for this 1.997 acre tract;

THENCE, South 89° 17' 22" West, passing the west line of said Tract #1 of said Division, in all, 309.50 feet to the southwest corner of this tract;

THENCE, North, at 211.07 feet pass an iron pipe, in all, 287.73 feet to an iron pipe found for northwest corner of this tract;

THENCE, North 89° 21' 30" East, 268.88 feet to an iron pipe found for northeast corner of this tract;

THENCE, South, 48.71 feet along the west line of Belknap Road, to an iron pipe set for corner;

THENCE, North 89°, 19' East, 40.62 feet along the south line of Belknap Road to an iron pipe found for corner;

THENCE, South, 238.68 feet along the east line of said Benjamin George Survey and along the east lot line of Tract #1 of said Division to the PLACE OF BEGINNING and containing 1.997 acres, more or less.

cc: 6-22-99 \*13P  
Return to: Alicia

TRACT 2

3.724 acres, more or less, out of Tracts 1 and 2 of the Division of the Rudolph Vavrecka Estate's 120 acre tract in the Benjamin George Survey (Abstract 175), Fort Bend County, Texas, described by metes and bounds as follows:

For connection, begin at the southeast corner of said Benjamin George Survey and of the original Rudolph Vavrecka 120 acre tract and the northeast corner of the William Hodge Labor in the centerline of Florence Road, in Fort Bend County, Texas; Thence, North, along the east line of the said Benjamin George survey and along the east lot line of Tract #1 of the Division of the said Rudolph Vavrecka Estate's 120 acre tract, 1085 feet to an iron pipe set for the southeast corner and PLACE OF BEGINNING for this 3.724 acre tract;

THENCE, West, along the north right-of-way line of a 60 foot wide street, pass the west lot line of Tract #1 of the Division of the said Rudolph Vavrecka Estates 120 acre tract, in all, 309.48 feet to a 1" iron pipe found for the southwest corner of this tract;

THENCE, North, 522.21 feet to a ½" iron rod found for the northwest corner of this tract;

THENCE, North 89° 17' 22" East, pass the west lot line of Tract #1 of the Division of the said Rudolph Vavrecka Estate's 120 acre tract, in all, 309.50 feet to a ½" iron rod found for the northeast corner of this tract;

THENCE, South, along the east line of the said Benjamin George Survey, same being the east lot line of Tract #1 of the Division of the said Rudolph Vavrecka Estate's 120 acre tract, at 521.84 feet pass a ¾ inch iron pipe found, in all, 526.05 feet to the PLACE OF BEGINNING and containing 3.724 acres, more or less.

IT IS UNDERSTOOD AND AGREED that the term of this Easement shall be from the date indicated below and thereafter so long as Grantee reasonably and diligently prosecutes the planned construction, repair or maintenance, without substantial delay or interruption. In the event that the planned work is canceled prior to its commencement or abandoned after commencement, Grantor shall notify Grantee of the abandonment and this Easement shall be terminate upon Grantee's receipt of notice. The forgoing notwithstanding, this easement shall be for a period of 12 months from the date indicated below, and will be automatically renewed after each succeeding 12 month period until canceled by either party giving the other party 90 days notice of such cancellation.

TO HAVE AND TO HOLD the above described easement together with all and singular the rights and appurtenances thereto in anywise belonging unto the said FORT BEND COUNTY, TEXAS, its successors and assigns forever; and Grantor does hereby binds itself, its heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the said easement unto the said FORT BEND COUNTY, TEXAS, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, these presents have been executed by Grantor on this 15<sup>th</sup> day of JUNE, 1999.



Phil Lundin  
General Partner  
SWC Bellfort - Eldridge Limited,  
a Texas Limited Partnership

\*\*\*\*\*

ACKNOWLEDGMENT

THE STATE OF TEXAS §

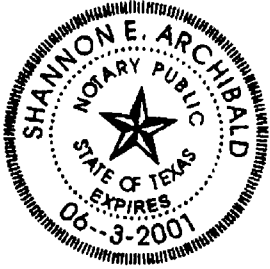
COUNTY OF FORT BEND §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Phil Lundin, General Partner, SWC Belfort-Eldridge Limited, a Texas Limited Partnership, known to me (or proved to me on the oath of \_\_\_\_\_, a credible witness,) 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15<sup>th</sup> day of June, 1999.

Shannon E. Archibald  
Notary Public, State of Texas

My commission expires on the 3<sup>rd</sup> day of June, 192001.



After recording: Please return original to: Fort Bend County Engineering Department, ATTN: Steve Evans

Ret:

Alicia Yeomans

CC 6-22-99 #13P

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

06-30-1999 04:01 PM 1999056214

KW \$13.00

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

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WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, Phil Lundin, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FOURTEEN THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$14,625.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession,

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STEWART TITLE-HOUSTON  
COMMERCIAL

lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS', "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this 20 day of February, 2009.

  
\_\_\_\_\_  
Phil Lundin

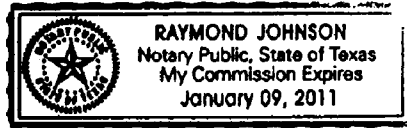
Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the 20 day of February, 2009, by Phil Lundin.

(SEAL)



  
NOTARY PUBLIC, STATE OF TEXAS

Raymond Johnson  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

1/9/11

**After recording please return to:**  
Property Acquisition Services, Inc.  
19855 Southwest Freeway., Suite 200  
Sugar Land, TX 77479

PROPOSED 30 FOOT WIDE  
DRAINAGE FEE STRIP

STATE OF TEXAS  
COUNTY OF FORT BEND

B.M. GEORGE SURVEY  
ABSTRACT NO. 175

DESCRIPTION

Description of a 9,750 square foot (0.2238 acre) tract of land located in the B.M. George Survey, Abstract No. 175, Fort Bend County, Texas, being part of that certain called 3.724 acres as described in deed to Phil Lundin, dated July 2, 2003 and recorded under Fort Bend County Clerk's File No. (F.B.C.C.F.) No. 2003090028, the subject 9,750 square foot tract being more particularly described by metes and bounds as follows (with bearings referenced to the Texas State Plane Coordinate System, South Central Zone, NAD' 83 Datum):

COMMENCING at the southwest corner of the said 3.724 acre tract being in the northerly right-of-way line of Charles Lane as described under Volume 551, Page 201 of the Fort Bend County Deed Records, from which found 3/4 -inch iron pipe bears, N 02° 27' 57" W, 0.4 feet;

THENCE, N 87° 32' 03" E, along the said northerly Right-of-Way, a distance of 279.36 feet to a set capped 5/8-inch iron rod stamped "JNS Engineers" marking the POINT OF BEGINNING of the herein described tract:

THENCE, N 02° 27' 57" W, a distance of 325.00 feet to a set capped 5/8-inch iron rod stamped "JNS Engineers" marking the northwest corner of the herein described tract;

THENCE, N 87° 32' 03" E, a distance of 30.00 feet to a capped 5/8-inch iron rod stamped "JNS Engineers" set in the common line between the aforementioned 3.724 acre tract and called 1.467 acre tract as described in the deed to Fort Bend County Municipal District No. 2 recorded under F.B.C.C.F. No. 2000035878;

THENCE, S 02° 27' 57" E, along the said common line, a distance of 325.00 feet to a set capped 5/8-inch iron rod stamped "JNS Engineers" in the aforementioned northerly right-of-way of Charles Lane and marking the southerly common corner of the said 3.724 acre tract and Lot 1, Block 1 of Eldridge Park Village Section One as shown on the plat recorded under Slide No. 1729A Fort Bend Map Records;

PROPOSED 30 FOOT WIDE  
DRAINAGE FEE STRIP

THENCE, S 87° 32' 03" W, along the said northerly right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING and containing 9,750 square feet (0.2238 acres) of land.

This description was prepared in conjunction with a survey map prepared by JNS Consulting Engineers dated July 3, 2008

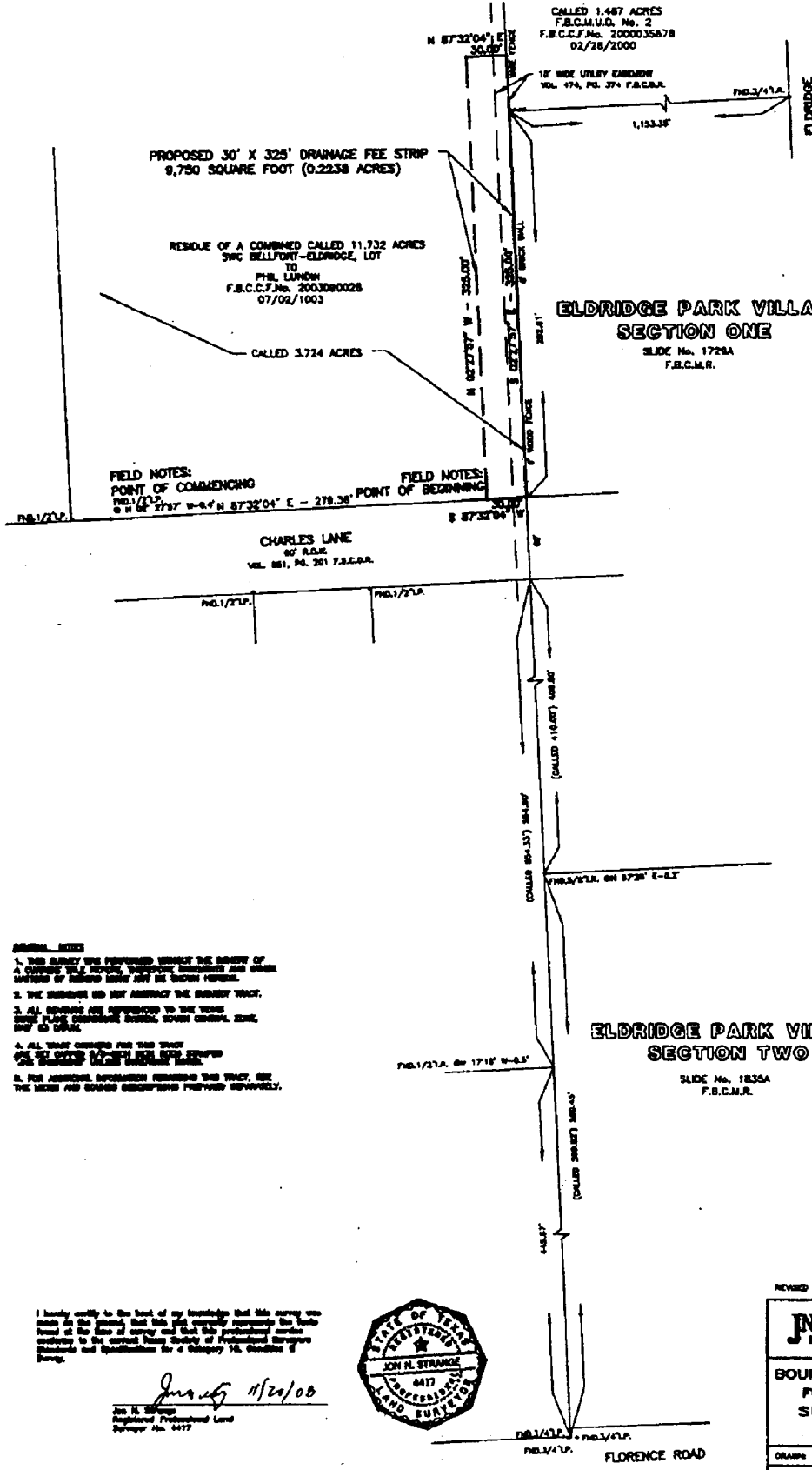
 11/20/08  
\_\_\_\_\_  
Jon N. Strange  
R.P.L.S. No. 4417

Revised: November 20, 2008  
Revised July 3, 2008  
Job No.: 586-01  
Date: May 2, 2008  
JNS Consulting Engineers, Inc.  
1717 Park Row, Suite 160  
Houston, Texas 77084  
(713) 973-9139



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.



**ELDRIDGE PARK VILLAGE SECTION ONE**  
SLIDE No. 1729A  
F.B.C.M.R.

**ELDRIDGE PARK VILLAGE SECTION TWO**  
SLIDE No. 1835A  
F.B.C.M.R.

- GENERAL NOTES**
1. THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF A LICENSED SURVEYOR. THE BOUNDARIES AND OTHER MATTERS OF RECORD SHOWN ARE IN ACCORDANCE WITH THE RECORDS.
  2. THE BOUNDARIES DO NOT AFFECT THE SURVEY TRACT.
  3. ALL DISTANCES ARE GIVEN TO THE CENTRE LINE OF THE ROAD OR CHANNEL UNLESS OTHERWISE NOTED.
  4. ALL TRACTS OWNED BY THE STATE OF TEXAS ARE SHOWN BY A DOTTED LINE.
  5. FOR ADDITIONAL INFORMATION REGARDING THIS TRACT, SEE THE RECORDS AND RECORDS REFERENCED SEPARATELY.

I hereby certify to the best of my knowledge that this survey was made as the same is shown on this plan, and that the same is correct in accordance with the original survey and that the professional seal and signature are in compliance with the Statute of this State.

*Jon N. Strang* 11/20/00  
Jon N. Strang  
Registered Professional Land Surveyor No. 4417



REVISED 11/20/2008

		<b>JNS CONSULTING ENGINEERS, INC.</b> 17771 PARK HIRE DRIVE, 180 HOUSTON, TEXAS 77064 TELEPHONE: (713) 675-0130 FAX: (713) 675-1716	
<b>BOUNDARY SURVEY OF 9,750 SQUARE FOOT TRACT IN THE B.M. GEORGE SURVEY, ABSTRACT No. 175 FORT BEND COUNTY, TEXAS</b>			
DRAWN: P.A.L.	JOB NO. 286-01		
CHECKED: P.A.L.	DATE: JULY 3, 2008	1 of 1	
APPROVED: J.N.S.	SCALE: 1" = 50'		

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 Feb 25 02:37 PM

2009018146

JH \$35.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

*let: Fort Bend County Clerk  
Administrative Services Coordinator*

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 Oct 01 02:16 PM

2009103470

CDC \$0.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS