



# MEMO

June 20, 2019

**To:** Kyle Madsen  
Division Director  
Right of Way Division, TxDOT

DocuSigned by:  
Darby Venza, *Darby F. Venza*  
Managing Attorney  
Right of Way Division, TxDOT

**From:** Tory Vonder Haar, Attorney *Victoria VonderHaar*  
Right of Way Division – Houston District

**Subject:** MOA FM 359 - CS-19-MOA-35730  
County: Fort Bend  
Highway: FM 359  
ROW CSJ: 0543-02-078

Attached is a Letter of Understanding with all referenced exhibits concerning the above-designated road. I am submitting this letter for your signature. This agreement was negotiated with the Houston District and the new alignment will be in the best interest of the traveling public. The agreement is either revenue positive or neutral, but under no circumstances outlined in the agreement will the agreement be revenue negative.

Please let me know if you have questions or require further documentation.



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

June 20, 2019

County: Fort Bend  
District: Houston  
Highway No.: FM 359  
CSJ 0543-02-078

Honorable KP George  
Fort Bend County  
301 Jackson Street  
Richmond, TX 77469

Dear Judge KP George,

Our negotiations for an exchange of highway right of way, easements, and the future transfer of abandoned highway right of way and easement has progressed to the point that it is thought to be in the best interest of both Fort Bend County (“County”) and the Texas Department of Transportation (“TxDOT”) that we commit to writing our mutual understanding.

It is hereby agreed and understood that:

**Phase 1: Transfer of Easements:** Fort Bend County and TxDOT agree to exchange TxDOT’s easements as show in Ex. A (Vol 243 Page 139) for Fort Bend County Drainage District’s easement as shown in Ex. B (Vol.897 Page 235). Both easements are depicted in the attached Ex. C. TxDOT makes no warranty as to the state or quality of the title of the easement in Ex. A.

**Phase 2: Building the Alternate Alignment and Acquiring the ROW for the Ultimate Alignment:** Fort Bend County will build, at its own expense, an alternate alignment of FM 359 consisting of an interim two-lane, asphalt roadway as shown in Exhibit D and provide adequate drainage for the ultimate design of FM 359 within project limits (approximately 3000 feet south of FM 1093 to 4000 feet south of Fulshear Gaston Road). The County further agrees to acquire right of way in fee for the ultimate and final alignment of FM 359 as shown in Exhibit D. Fort Bend County will facilitate the Technical Reports for a Categorical Exclusion for the roadway realignment for review and approval by TxDOT. Fort Bend County agrees to facilitate a Drainage Study for FM 359 from 3000 feet south of FM 1093 to 4000 feet south of Fulshear Gaston Road to determine conveyance for areas

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

MOA FM 359 - CS-19-MOA-35730

June 20, 2019

north of the project and detention needs within the project limits. The project will also provide outfall locations for the FM 359 drainage and existing conveyance needs. The CSJ 0543-02-078 has been established for this segment of FM 359. Before construction of the new interim alignment, completed plans, including the drainage plan for the ultimate design, will be submitted to TxDOT for review and approval. TxDOT's approval shall not be unreasonably withheld and when approved the plans will be made a part hereof in all respects. TxDOT shall approve or disapprove the completed plans within 90 days of submission of the completed plans or execution of this agreement, whichever is latest. Construction shall not commence until plans have been approved by TxDOT. Please note all right of way acquired needs to be acquired in fee simple with title sufficient to comply with TxDOT's standards and in accordance with the Uniform Act. Fort Bend County shall meet the set back requirements for all development along the ultimate alignment when acquiring the right of way. After punch list items have been completed, the interim roadway can be opened to traffic and the existing FM 359 roadway permanently closed to traffic and the old FM 359 pavement may be obliterated.

**Phase 3 – Exchange New FM 359 for the Old FM 359 with Drainage Easement:**

TxDOT will take the new interim alignment of FM 359 onto the State's system and then TxDOT will convey the old alignment and drainage easement previously acquired in Phase 1 as shown in Ex. B and Ex. D approximately 10.92 acres to the County in exchange for the new interim alignment of approximately 11.61 acres being conveyed to TxDOT. TxDOT makes no warranty as to the state or quality of the title it owns in the "old" alignment of FM 359 or the drainage easement. The interests in each tract of land owned by the County and TxDOT will be appraised after construction is complete.

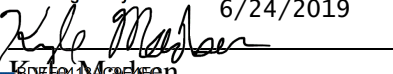
**General Provisions:**

If the value of any of the County's land or easement is of greater value than TxDOT's interest in the land or easement, the County will donate the difference. If the value of the TxDOT's land/easement is of greater value than the County's land, then the County agrees to acquire the TxDOT's land/easement through its statutory disposal procedures. It is acknowledged that these transactions will be revenue positive or neutral for TxDOT and under no circumstances will these transactions be revenue negative for TxDOT. Finally, please note the above referenced transactions are subject to the statutory constraints and approvals from the Texas Transportation Commission, Office of Attorney General, and the Governor.

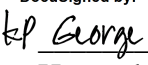
MOA FM 359 - CS-19-MOA-35730

June 20, 2019

Sincerely,

DocuSigned by:  6/24/2019  
\_\_\_\_\_  
Kyle Madsen  
Right of Way Division Director  
Texas Department of Transportation

Agreed as to Form and Substance:

DocuSigned by:  7/8/2019  
\_\_\_\_\_  
Honorable KP George  
Fort Bend County Judge

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

To HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness my hand this the 27 day of February, A. D. 1947.

Mason Briscoe

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

Before me, Alvin E. Foerster, a Notary Public in and for said County and State, on this day personally appeared Mason Briscoe, known to me (or proved to me on the oath of \_\_\_\_\_, a credible witness) to be the person whose name is subscribed to the foregoing instrument 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 27 day of February, 1947.

Alvin E. Foerster, Notary Public in and for  
Fort Bend County, Texas

(L.S.)

Filed for record March 6, 1947, at 2:00 o'clock P.M.

Recorded March 24, 1947, at 9:15 o'clock A.M.

Ella Macek, Clerk County Court  
Fort Bend County, Texas

BY Paul Platte DEPUTY

Mason Briscoe, et al

To # 54279 Right-of-Way Easement Dated - February 27, 1947

The State of Texas

STATE OF TEXAS )

COUNTY OF FORT BEND )

KNOW ALL MEN BY THESE PRESENTS: THAT Mason Briscoe and A. C. Briscoe of Richmond, Texas, Route 2, in consideration of the sum of One Hundred Thirteen and 60/100 (\$113.60) Dollars and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Fort Bend County, Texas, owned by \_\_\_\_\_, and being subject to:

(IMPORTANT NOTE: If no liens, easements or leases exist, insert the word, "None.")

lien(s) held by \_\_\_\_\_ (Name) (Address) easement(s) held by \_\_\_\_\_ (Name) (Address)

lease(s) held by \_\_\_\_\_ (Name) (Address)

and being particularly described as follows, to-wit:

For the purpose of excavating, opening and maintaining drainage channels and being particularly described as follows:

Tract No. 1:- A part of a tract of land containing 2½ leagues and originally granted to John Foster (Abstract No.26), being a strip of land 36 feet wide and 1115 feet long out of tract No. 3 of the original subdivision of said John Foster survey and out of a 500 acre tract belonging to Mason Eriscoe and A. C. Eriscoe, being a strip of land 36 feet wide, 18 feet on each side of theSurvey line described as follows:

Beginning at a point which is Opposite to and perpendicularly distant 40 feet from the center-line of the new location of the highway from Fulshear to Richmond at Survey Station 211 / 13, said point being westerly 1447 feet, and southerly 40 feet from the N.E. corner of above mentioned 500 acre tract of land;

Thence S18°30' W a distancē of 1115 feet to a point.

The above described tract of land contains 0.92 acres.

Tract No. 2:- A part of a tract of land containing 2½ leagues and originally granted to John Foster (Abstract No. 26), being a strip of land 35 feet wide and approximately 2046 feet long out of Tract No. 3 of the original subdivision of said John Foster survey and out of a 500 acre tract belonging to Mason Eriscoe and A. C. Eriscoe, being a strip of land 35 feet wide, 17½ feet on each side of the center-line described as follows:

Beginning at a point which is opposite to and perpendicularly distant 40 feet from the center-line of the new location of the highway from Fulshear to Richmond at survey Station 228 / 80, said point being southerly 540.7 feet and westerly 40.0 feet from the N.E. corner of the above mentioned 500 acre tract of land;

Thence S89°05'W a distance of 5.0 feet;

Thence S65°00'W a distance of 618.0 feet;

Thence S34°30'W a distance of 281.5 feet;

Thence S3°30' W a distance of 228.5 feet;

Thence S20°45'W a distance of 631.5 feet;

Thence S82°15'W a distance of 281.5 feet to a point.

The above described tract of Land contains 1.64 acres.

Tract No. 3:- A part of a tract of land containing 2½ leagues and originally granted to John Foster (Abstract No. 26), being a strip of land 34 feet wide and approximately 354 feet long out of Tract No. 3 of the original subdivision of said John Foster Survey and out of a 500 acre tract belonging to Mason Eriscoe and A. C. Eriscoe, being a strip of land 34 feet wide, 17 feet on each side of the survey line described as follows:

Beginning at a point which is opposite to and perpendicularly distant 40 feet from the center-line of the new location of the highway from Fulshear to Richmond at Survey Station 259 / 70.5, said point being southerly 3631.2 feet and westerly 40.0 feet from the N. E. corner of above mentioned 500 acre tract of land;

Thence S89°05'W a distance of 45.0 feet;

Thence N74°45'W a distance of 309.0 feet to a point.

The above described tract of land contains 0.28 acres.

For the purpose of opening, constructing and maintaining a permanent in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said highway, or any part thereof.

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compenstation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under

said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness our hands this the 27 day of February, A. D. 1947.

Mason Briscoe

Andrew Briscoe

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

Before me, Alvin E. Foerster, a Notary Public in and for said County and State, on this day personally appeared Mason Briscoe and Andrew Briscoe, known to me (or proved to me on the oath of [redacted], a credible witness) to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27 day of February, 1947.

Alvin E. Foerster, Notary Public in and for Fort Bend County, Texas

(L.S.)

Filed for record March 6, 1947, at 2:00 o'clock P.M.

Recorded March 24, 1947, at 10:10 o'clock A.M.

Ella Macek, Clerk County Court Fort Bend County, Texas

BY Paul Platte DEPUTY

Jennie V. Caldwell, et vir

To # 54280

The State of Texas

STATE OF TEXAS )

COUNTY OF FORT BEND )

COMPARED

Right-of-Way Easement

Dated - December 30, 1946

KNOW ALL MEN BY THESE PRESENTS: THAT Jennie V. & Wilbur Caldwell of Fort Bend County, Texas, in consideration of the sum of Eleven Dollars and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Fort Bend County, Texas, owned by us, and being subject to:

(IMPORTANT NOTE: If no liens, easements or leases exist, insert the word, "None.")

lien(s) held by None Easement(s) held by (Name) (Address)

lease(s) held by (Name) (Address)

and being particularly described as follows, to-wit:

A part of a league of land originally granted to John Foster, Abstract No. 26, and being a part of Jennie V. & Wilbur Caldwell 51 acre tract, and lying along the Easterly side of and adjacent to the center of the Fulshear-Richmond Road, and being described more particularly as follows:

KWIK-KOPY PRINTING - ROSENBERG, TEXAS

N/c COMPARED DEED  
14064 897 PAGE 255

**FORT BEND COUNTY DRAINAGE DISTRICT  
RIGHT OF WAY EASEMENT**

THE STATE OF TEXAS,  
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

CECIL H. SHIRAR

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route herein-after designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 40 feet, ~~being xxxxxxxxxxxx feet, extending at right angles, on each side of the following line and course across said land to-wit:~~ across the Hines Wholesale Nurseries, Inc. 200-acre tract in the John Foster 2 1/2 League Grant, Abstract 26 in Fort Bend County.

For Connection begin at the Southeast corner of said Hines Wholesale Nurseries, Inc. 200 Acre Tract; THENCE, South 89° 46' 10" West, 20 feet to the Southeast corner of and Place of Beginning for this Tract;

THENCE, South 89° 46' 10" West, 1133.75 feet to the center line of Flewellen Ditch for the Southwest corner of this Tract;

THENCE, North 0° 13' 50" West, 40.0 feet to corner;

THENCE, North 89° 46' 10" East, 1093.75 feet to corner;

THENCE, North 0° 13' 50" West, 2823.5 feet to corner;

THENCE, North 89° 46' 10" East, 60.0 feet to corner;

THENCE, South 0° 13' 50" East, 40.0 feet to corner;

THENCE, South 89° 46' 10" West, 20 feet to corner;

THENCE, South 0° 13' 50" East, 2823.5 feet along the West line of a 20 foot telephone easement to the Place of Beginning and containing a 40 foot wide drainage easement, as shown on the attached plat.

DEED  
897 PAGE 236

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

Grantor also expressly reserves the right to use the land described herein for road and passageway purposes and for growing plant materials, provided those uses do not unreasonably interfere with the rights herein granted to the District.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 1<sup>ST</sup> day of May, A. D. 1980

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Cecil H. Shivar*

DEED

897 PAGE 237

THE STATE OF TEXAS

COUNTY OF East Bend

BEFORE ME Helen Adams

East Bend, in and for  
County, Texas, on this day personally appeared  
Cecil H. Shivers

known to me to be the person whose name subscribed to the foregoing instrument, and  
acknowledged to me that he executed the same for the purposes and consideration therein  
expressed.

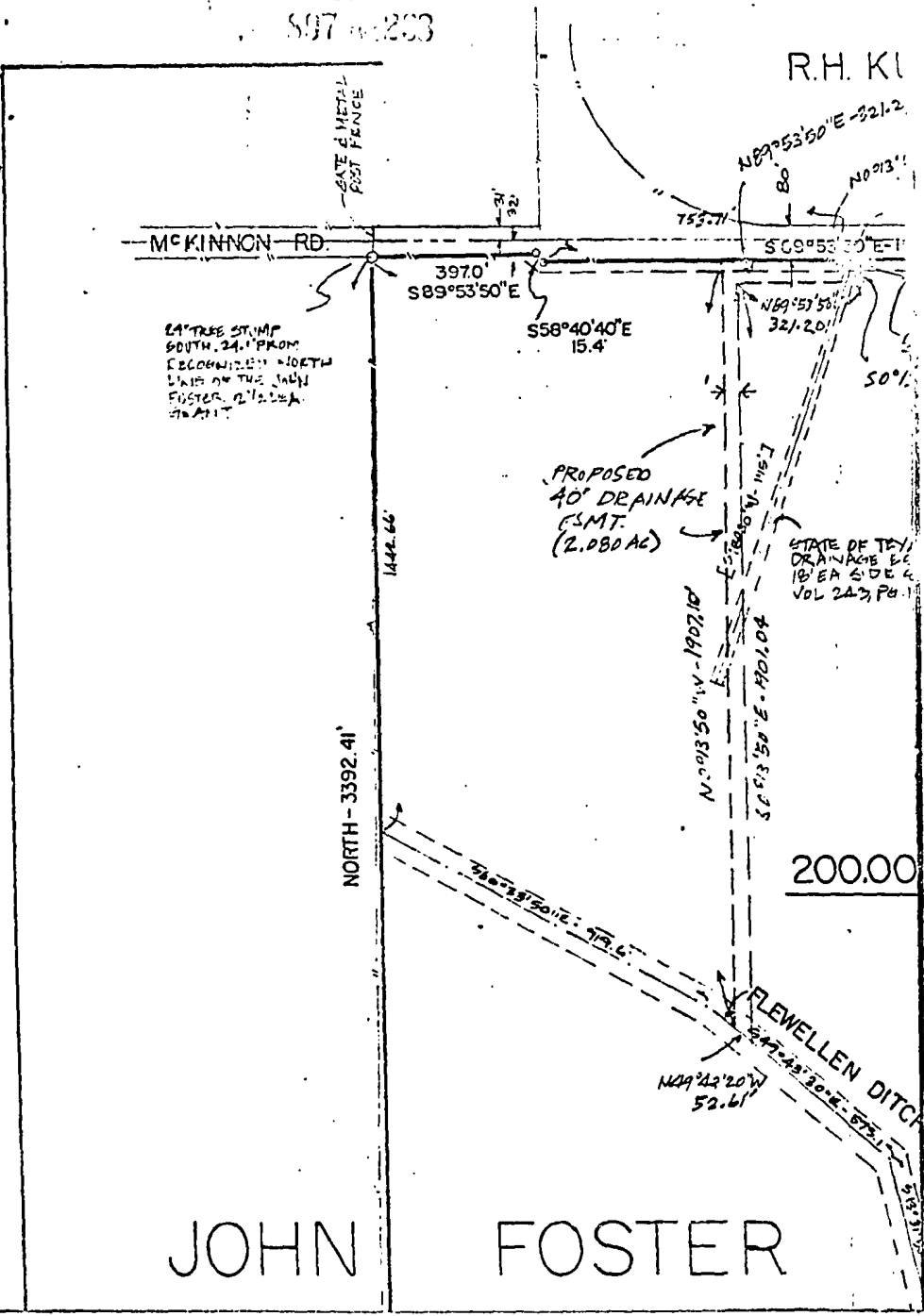
GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1<sup>st</sup> day of May  
A. D. 1980 Helen Adams

(L. S.)

JB C. D. D  
P.O. Box 1048  
Kleenberg, TX 77471

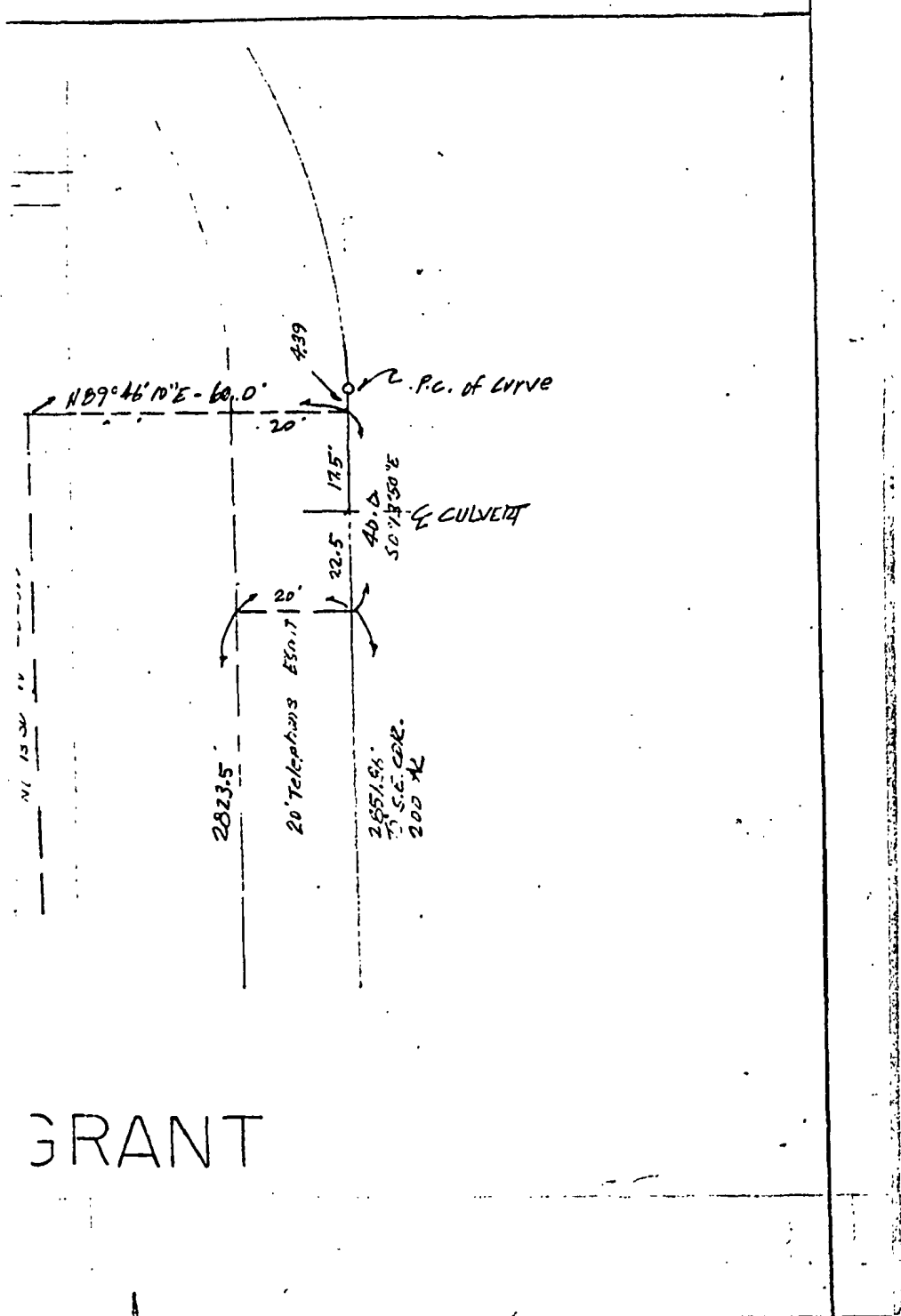
DEED  
S97-203

R.H. KI



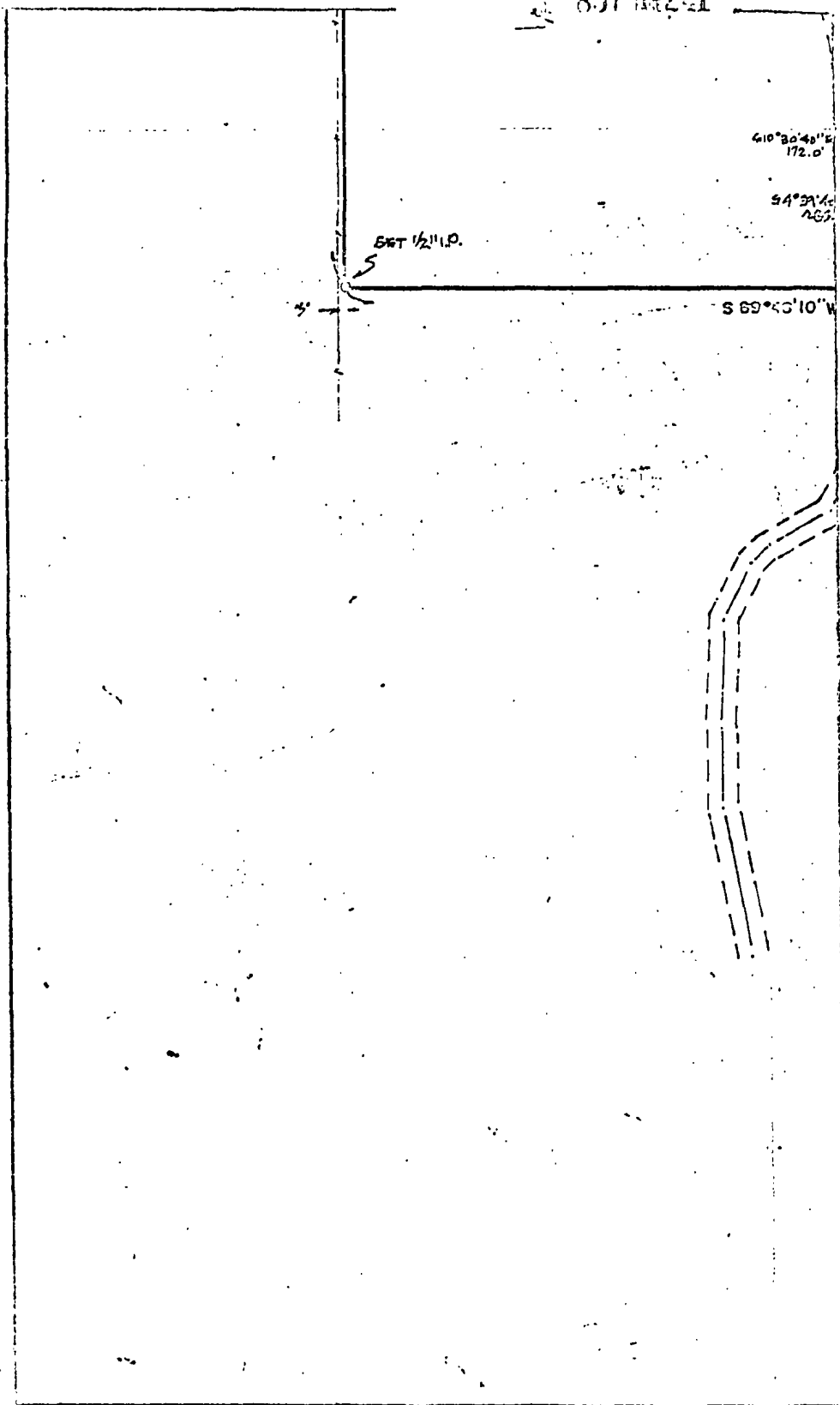


DEED  
897-2013



GRANT

DEED  
897 ~~141~~ 241



DEED

597 MAR 2002

Fort Bend Co. Drainage Dist.  
FD Easement - 40' EA Side  
Vol: 353, Pg. 255, DR

6.0° 30' 40" E  
172.0'

54° 21' 12" E  
231.1'

PROPOSED 40' WIDE  
DRAINAGE ESMT.  
(3.652AC)

SET 1/2" I.P.

N 07° 24' 12" E - 1073.75'

DIVIDED WIDE  
FENCES

20'

20'

S 89° 45' 10" W - 2000.24'

DRAINAGE ESMT.  
No. 3

PLAT  
OF L  
512.3  
2-1/2

TO ALL PARTIES

THE UNDERSIGNED  
made on this day of  
correct and true  
shortages  
encumbrances  
has accepted

Dated this



DRAINAGE  
REVISED D

DEED  
857 PAGE 243

SCALE 1"=300'

PLAT SHOWING SURVEY OF 200.00 ACRES  
OF LAND OFF OF THE NORTH END OF A  
512.39 ACRE TRACT, IN THE JOHN FOSTER  
2-1/2 LEAGUE GRANT, AB. 26, FORT BEND COUNTY,  
TEXAS.

ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED:

THE UNDERSIGNED does hereby certify that this survey was this day  
on the ground of the property legally described hereon and is  
correct and that there are no encroachment, discrepancies, conflicts  
of interests in area, boundary line conflicts, overlapping of improvements,  
easements or rights-of-way, except as shown hereon and that said property  
has access to and from a dedicated roadway, except as shown hereon.

Witness my hand and seal this the 12th of July, 1977.

Signed

*Frank R. Schott*

OFFICE OF HENRY SCHOTT, JR. INC.  
Consulting Engineer  
1117 Toboia Street  
Rosenberg, Texas 77471

WATER EASEMENTS JUNE 22, 1979  
SEWER DRAINAGE EASEMENTS - MARCH 20, 1980

FILED FOR RECORD  
TIME 8 AM P.M.

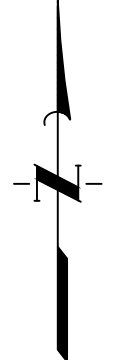
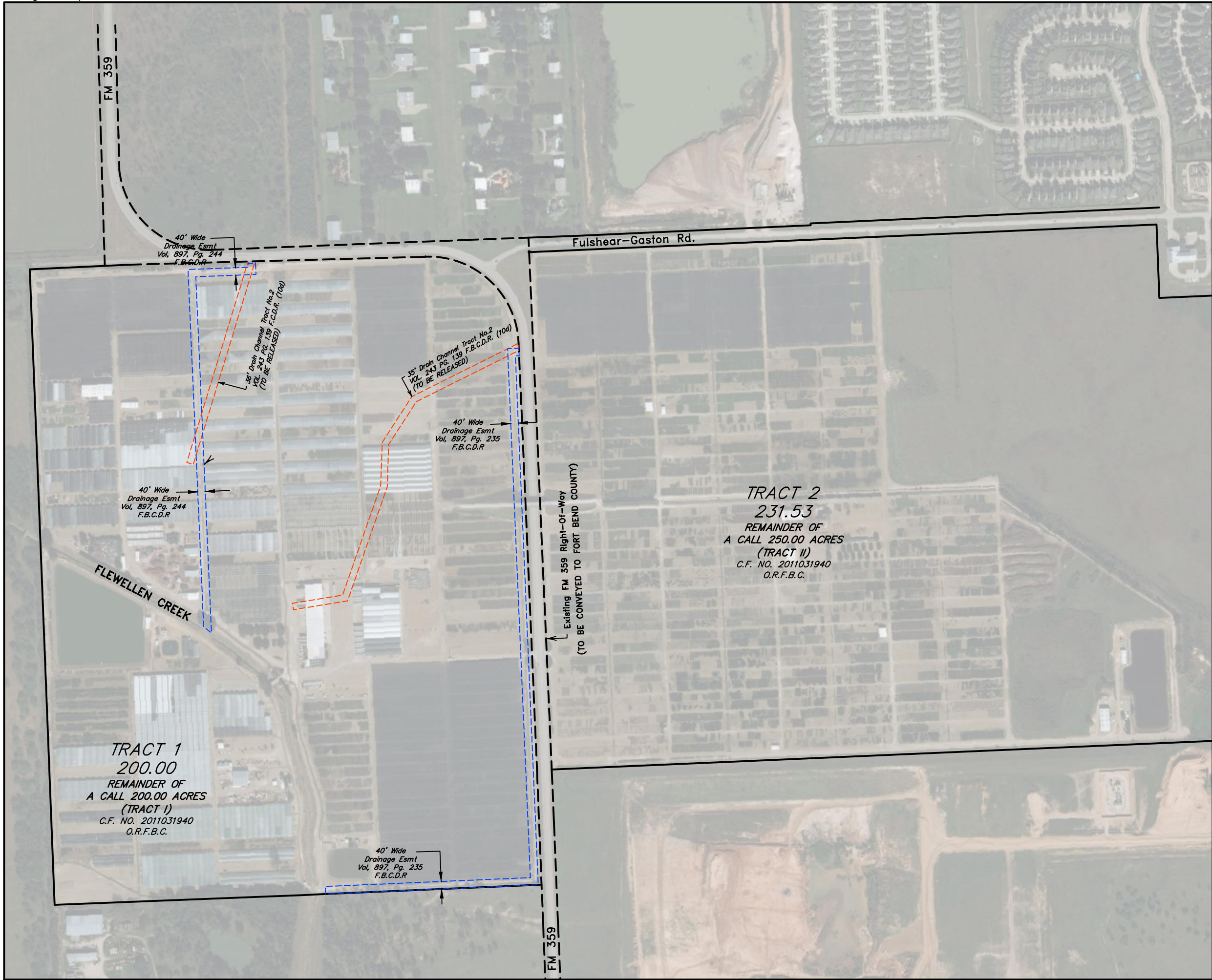
MAY 6 1980

*Pearl Ellett*  
COUNTY CLERK, FORT BEND COUNTY, TEX.

6708

Duly recorded this the 7th day of May 1980 A.D. at 4:30 O'Clock P.M.  
By *Dora Messine* deputy Pearl Ellett, County Clerk  
Fort Bend County, Texas

Ex. B



**LEGEND**

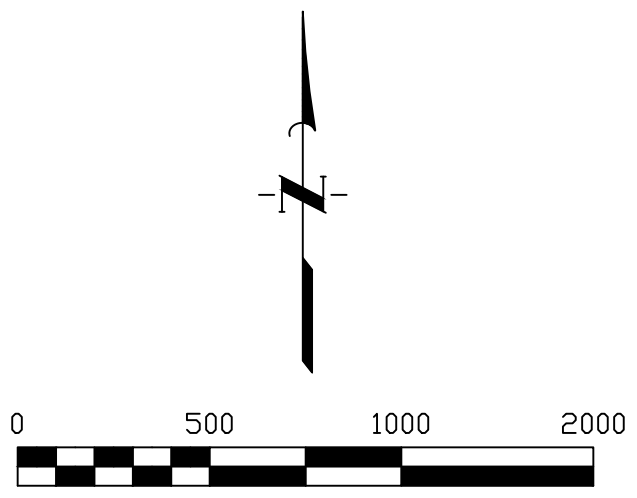
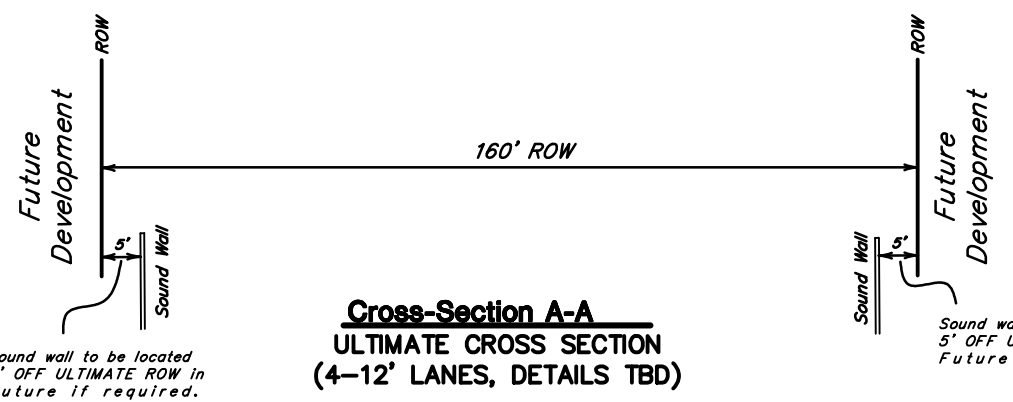
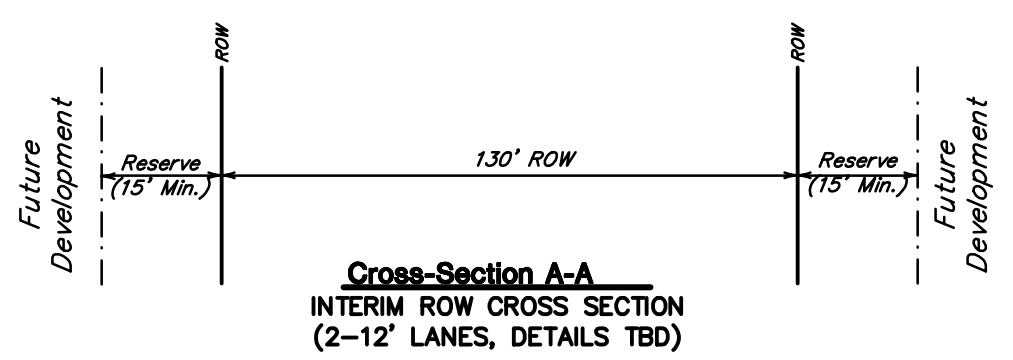
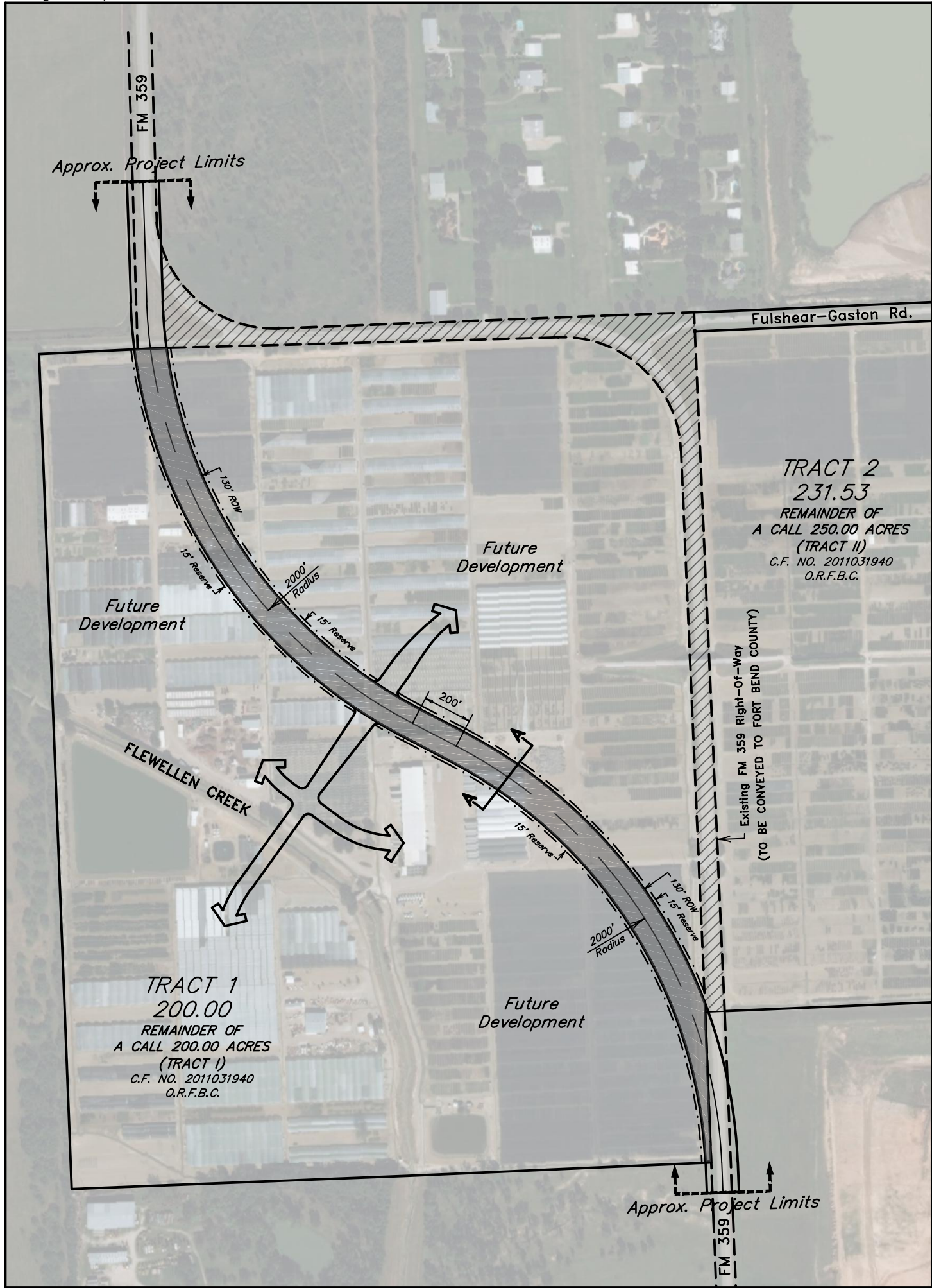
- - - TxDOT Drainage Esmts
- - - Fort Bend County Drainage District Esmts
- - - Existing TxDOT ROW

**EASEMENT TRANSACTION SUMMARY**

Land/Easement Description	Acres
TxDOT Drainage Easements	2.560
Fort Bend County Drainage District Easements	5.732
<b>Difference</b>	<b>-3.172</b>

Notes:  
 1. All acreages are based on recorded deeds.

**EXHIBIT C**  
**FM 359**  
**EASEMENT EXHIBIT**  
 FORT BEND COUNTY, TEXAS  
 MAY 2019



**LEGEND**

- Existing FM 359 Right-Of-Way to be conveyed to Fort Bend County
- Proposed FM 359 Right-Of-Way to be donated to TxDOT
- Existing TxDOT ROW

**LAND TRANSACTION SUMMARY**

Land/Easement Description	Interim ROW (130')	Additional ROW (30')	TOTAL (160' ROW)
Existing FM 359 ROW to be conveyed to Fort Bend County	10.92 Ac.	0.00 Ac.	10.92 Ac.
Proposed FM 359 ROW to be donated to TxDOT	11.61 Ac.	2.61 Ac.	14.22 Ac.
<b>DIFFERENCE</b>	<b>-0.69 Ac.</b>	<b>-2.61 Ac.</b>	<b>-3.30 Ac.</b>

- Notes:**
- All acreages are approx. and subject to final design and survey.
  - Any ROW required for ultimate FM 359 outside of Tract 1 or 2 shall be acquired by TxDOT.
  - Fort Bend County Drainage District and TxDOT Drainage Easements are to be handled separately.

**EXHIBIT D**  
**FM 359**  
**Right-Of-Way Exhibit**  
FORT BEND COUNTY, TEXAS  
MAY 2019

### Certificate Of Completion

Envelope Id: 491258E7823D46E29C421A8A807B03D4	Status: Completed
Subject: MOA FM 359	
Source Envelope: F78A9A94D81F4817AF86209F55EBE64B	
Document Pages: 18	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Victoria VonderHaar
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	Victoria.VonderHaar@txdot.gov
	IP Address: 108.171.132.169

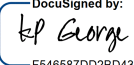
### Record Tracking

Status: Original 7/8/2019 10:44:58 AM	Holder: Victoria VonderHaar Victoria.VonderHaar@txdot.gov	Location: DocuSign
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### Signer Events

KP George  
 County.Judge@fortbendcountytexas.gov  
 County Judge  
 Fort Bend County  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
 F546587DD2BD433...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 209.184.91.105

### Timestamp

Sent: 7/8/2019 10:50:35 AM  
 Viewed: 7/8/2019 4:37:57 PM  
 Signed: 7/8/2019 4:38:22 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/23/2019 9:10:49 AM  
 ID: c0ad758e-4d7f-441a-a9f6-b34ea86a36c4

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jillian Peterson Jillian.Peterson@fortbendcountytexas.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 7/8/2019 4:38:24 PM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/8/2019 4:38:24 PM
Certified Delivered	Security Checked	7/8/2019 4:38:24 PM
Signing Complete	Security Checked	7/8/2019 4:38:24 PM
Completed	Security Checked	7/8/2019 4:38:24 PM

Payment Events	Status	Timestamps
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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