



121

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

**RECEIVED**  
**APR 17 2020**  
**FBC DRAINAGE DIST.**  
**RECEIVED**  
**JUN 05 2020**  
**FBC DRAINAGE DIST.**

THE STATE OF TEXAS  
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

**EDITH PRISCILLA HAUGER  
LUCILLE H. WHITCOMB  
ROY L. HAUGER, JR.  
WILLIAM S. HAUGER**

(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, and through and across the land of Grantor along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to wit:

The DISTRICT shall have a 230 feet wide easement totaling 11.5680 acres, being 115 feet each side of and adjacent to the centerline of Big Creek, and more particularly described within the attachment labeled ATTACHMENT "A".

The DISTRICT agrees to extend, or reconstruct GRANTOR'S existing wooden bridge across Big Creek within a reasonable time period if DISTRICT'S channel improvements require said bridge to be extended or reconstructed. The extended or reconstructed bridge, when completed, will belong to GRANTOR and GRANTOR shall have reasonable access to and full use of said bridge provided that said access and use does not reasonable interfere with the DISTRICT'S use of and access to the easement and right of way.

During channel construction and during channel maintenance operation, the DISTRICT is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of GRANTOR immediately adjoining the easement as above described. The GRANTOR reserves the right to have the DISTRICT either spread or stockpile excess excavated material generated from the channel expansion or modification at locations mutually agreed upon by the GRANTOR and the DISTRICT.

GRANTOR reserves the right to elect to dispose of the GRANTOR'S stockpiled excess material generated from any modified or expanded channel excavation or bridge repair, modification, or replacement in a manner that does not interfere with the DISTRICT'S use of and access to the easement and right of way for the purposes herein described.

CCM 5-5-2020 # DD3  
Fort Bend County Clerk  
Return Admin Serv Coord - RAC

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 DISTRICTS 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 contig 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, it 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.

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

EXECUTED this the 9 day of April, 2020.

Edith Prinsick Hauger \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF Virginia }

COUNTY OF Williamsburg }

BEFORE ME Kyshon Copeland, in and for

Williamsburg County, Virginia, on this day personally appeared

EDITH HAUGER

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9 day of April, A.D. 2020.

Kyshon Copeland



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.

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

EXECUTED this the 16 day of April, 2020.

+ Lucy Whitcomb

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THE STATE OF Texas }

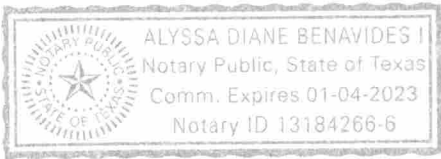
COUNTY OF Harris }

BEFORE ME Lucy Whitcomb, in and for  
Fort Bend County, April 16, 2020, on this day personally appeared  
Lucy Whitcomb

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 16<sup>th</sup> day of  
April, A.D. 2020.

AS PER ORIGINAL



[Signature]  
Alyssa Benavides

**ENDORSEMENTS**

THE STATE OF TEXAS }

COUNTY OF FORT BEND }

I, \_\_\_\_\_, Clerk of the County Court of said County, do hereby certify that the forgoing instrument of writing, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020 with its authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020 at \_\_\_\_\_ o'clock \_\_M and duly recorded this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020 at \_\_\_\_\_ o'clock \_\_\_\_\_ m in the Deed Records of said County, in Volume \_\_\_\_\_, on Page \_\_\_\_\_

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

\_\_\_\_\_  
Clerk of Court, Fort Bend County, Texas.

By \_\_\_\_\_, Deputy

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.

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It is agreed that if at a future time the DISTRICT, it 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.

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

EXECUTED this the 7<sup>th</sup> day of April, 2020.

Roy L. HAUGER, JR

Roy L. Hauger 4-7-2020

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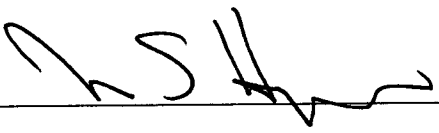
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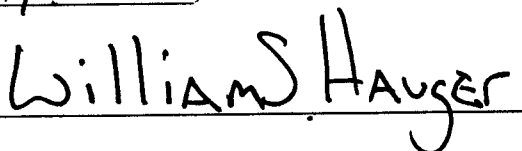
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TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 14~~th~~ day of April, 2020.

  
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THE STATE OF Texas }

COUNTY OF Harris }

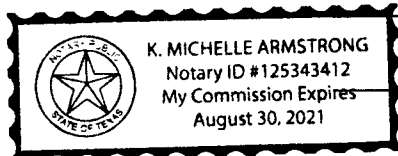
BEFORE ME K. Michelle Armstrong, in and for

Harris County, Texas, on this day personally appeared

William S HAUGER

known to me 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 14th day of April, A.D. 2020.



*[Handwritten signature of K. Michelle Armstrong]*

AS PER ORIGINAL

## EXHIBIT "A"

December 3, 2019

**11.5680 acres of land in the A. Wickson Survey, Abstract No. 94,  
Fort Bend County, Texas**

A FIELD NOTE DESCRIPTION of a 11.5680 acre (503,900 square feet) tract of land in the A. Wickson Survey, Abstract No. 94, Fort Bend County, Texas; said 11.5680 acre tract being out of a 104 acre tract of land conveyed to Roy Hauger and wife, Adele W. Hauger, as recorded in Volume 249, Page 639 of the Fort Bend County Deed Records and being more particularly described by metes-and-bounds as follows with the bearings being based on Texas Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations; coordinates shown hereon are surface coordinates and may be converted to grid by applying the following scale factor of 0.99986701753.:

COMMENCING FOR REFERENCE at a 2-inch iron pipe found in the southwest line of a called 99.15 acre tract of land conveyed to Philip W. Thielemann and Julia D. Nabors, as recorded in Fort Bend County Clerk's File No. 2013141389 for the north corner of a called 79.7958 acre tract of land (Tract One) conveyed to Shengwen Jin and Xia Feng, as recorded in Fort Bend County Clerk's File No. 2011009916 and for the east corner of said called 104 acre tract; said point having the following coordinates: X=2,994,994.28, Y=13,735,085.28;

THENCE, South 42° 04' 56" West – 1,231.05 feet with the northwest line of said called 79.7958 acre tract and with the southeast line of said called 104 acre tract to a point for the east corner and POINT OF BEGINNING of this tract having coordinates: X=2,994,169.23, Y=13,734,171.61;

THENCE, South 42° 04' 56" West - 257.50 feet with said northwest and southeast lines to a point for the southeast corner of this tract; from which a 5/8-inch iron rod found in the right-of-way line of Pleak Road bears South 42° 04' 56" West – 1,055.93 feet;

THENCE, with the southwest line of proposed Big Creek 230-foot drainage easement, over and across said called 104 acre tract the following ten (10) courses and distances:

- 1) In a northwesterly direction with a curve to the right having a radius of 375.00 feet, a central angle of 77° 51' 20", a length of 509.56 feet, and a chord bearing North 27° 19' 06" West - 471.26 feet to a point-of-tangency;
- 2) North 11° 36' 35" East - 72.44 feet to a point-of-curvature;
- 3) In a northerly direction with a curve to the left having a radius of 220.00 feet, a central angle of 50° 50' 17", a length of 195.20 feet, and a chord bearing North 13° 48' 34" West - 188.86 feet to a point-of-tangency;
- 4) North 39° 13' 43" West - 354.27 feet to a point;
- 5) North 25° 06' 18" West - 132.56 feet to a point;
- 6) North 13° 54' 07" West - 127.94 feet to a point-of-curvature;
- 7) In a westerly direction with a curve to the left having a radius of 25.00 feet, a central angle of 119° 50' 10", a length of 52.29 feet, and a chord bearing North 73° 49' 12" West - 43.27 feet to a point-of-tangency;

## EXHIBIT "A"

- 8) South 46° 15' 44" West - 85.92 feet to a point-of-curvature;
- 9) In a northwesterly direction with a curve to the right having a radius of 325.00 feet, a central angle of 88° 52' 59", a length of 504.17 feet, and a chord bearing North 89° 17' 47" West - 455.12 feet to a point-of-tangency;
- 10) North 44° 51' 17" West - 153.32 feet to a point in the southeast line of a called 548.9 acre tract of land conveyed to BGM Land Investments, LTD, as recorded in Fort Bend County Clerk's File No. 2016124987 and in the west line of said called 104 acre tract to a point for the northwest corner of this tract;

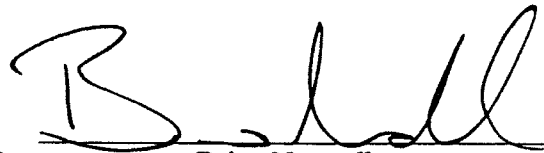
THENCE, North 41° 59' 42" East - 230.35 feet with said southeast and northwest lines to a point for the north corner of this tract;

THENCE, with the northeast line of said proposed 230-foot drainage easement over and across said called 104 acre tract the following Eleven (11) courses and distances:

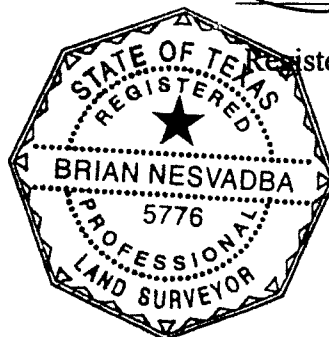
- 1) South 44° 51' 17" East - 165.98 feet to a point-of-curvature of a curve to the left;
- 2) In an easterly direction with said curve to the left having a central angle of 88° 52' 59", a length of 147.37 feet, a radius of 95.00 feet, and a chord bearing South 89° 17' 47" East - 133.03 feet to a point-of-tangency;
- 3) North 46° 15' 44" East - 85.92 feet to a point-of-curvature of a curve to the right;
- 4) In an easterly direction with said curve to the right having a central angle of 119° 50' 10", a length of 533.34 feet, a radius of 255.00 feet, and a chord bearing South 73° 49' 12" East - 441.31 feet to a point-of-tangency;
- 5) South 13° 54' 07" East - 105.38 feet to a point;
- 6) South 25° 06' 18" East - 81.51 feet to a point;
- 7) South 39° 13' 43" East - 325.78 feet to a point-of-curvature of a curve to the right;
- 8) In a southerly direction with said curve to the right having a central angle of 50° 50' 17", a length of 399.28 feet, a radius of 450.00 feet, and a chord bearing South 13° 48' 34" East - 386.31 feet to a point-of-tangency;
- 9) South 11° 36' 35" West - 72.44 feet to a point-of-curvature of a curve to the left;
- 10) In a southeasterly direction with said curve to the left having a central angle of 90° 21' 39", a length of 228.68 feet, a radius of 145.00 feet, and a chord bearing South 33° 34' 15" East - 205.71 feet to a point-of-tangency;
- 11) South 78° 45' 04" East - 50.78 feet to the POINT OF BEGINNING and containing 11.5680 acres (503,900 square feet) of land.

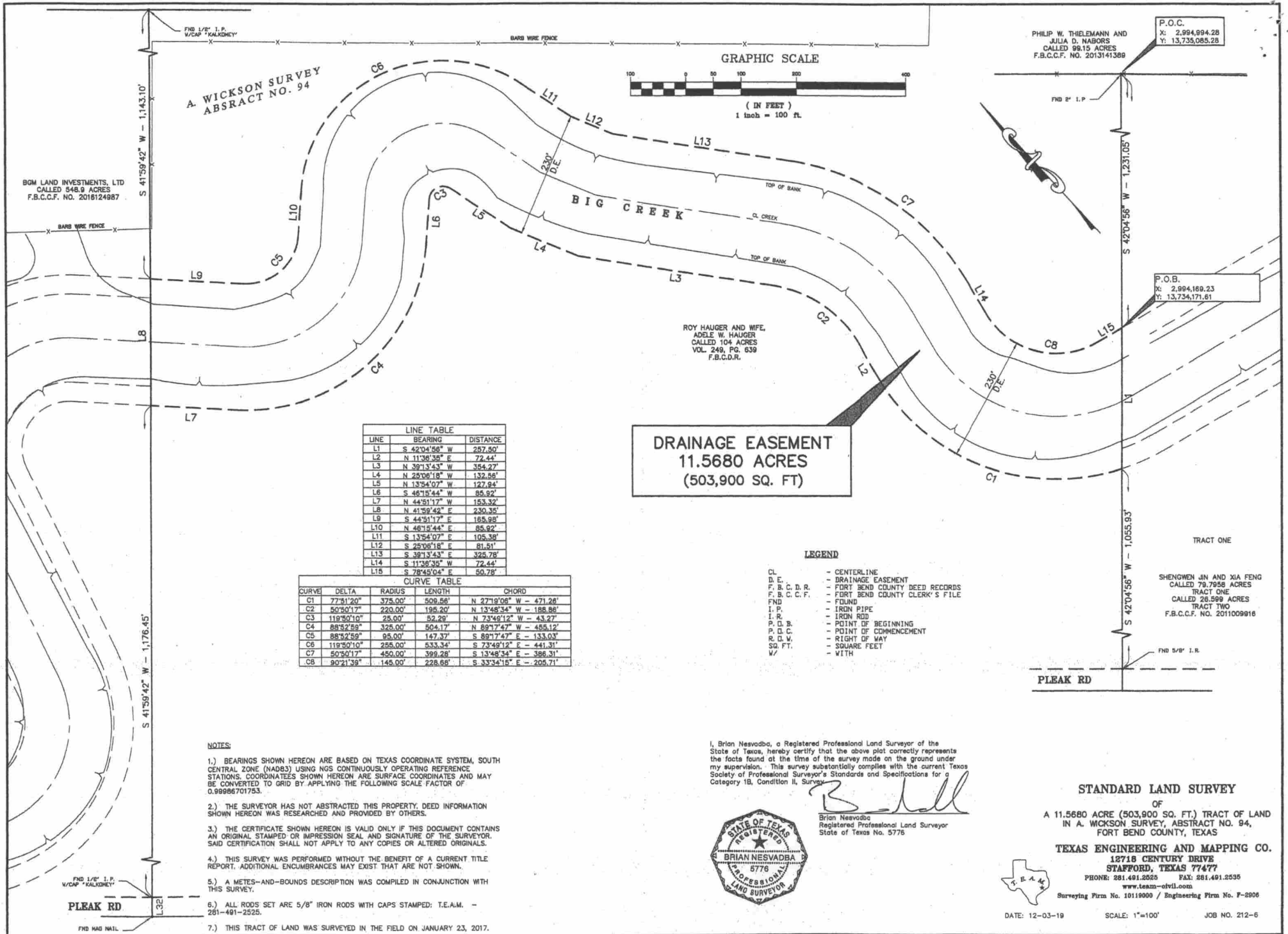
Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:  
TEXAS ENGINEERING AND MAPPING CO.  
Civil Engineers - Land Surveyors  
Stafford, Texas  
Firm Registration No. 10119000  
Job No. 1326-6  
W:\212-6\_DE 2 overall.docx



Brian Nesvadba  
Registered Professional Land Surveyor  
State of Texas No. 5776





A. WICKSON SURVEY  
ABSTRACT NO. 94

BGM LAND INVESTMENTS, LTD  
CALLED 548.9 ACRES  
F.B.C.C.F. NO. 2019124987

ROY HAUGER AND WIFE,  
ADELE W. HAUGER  
CALLED 104 ACRES  
VOL. 249, PG. 639  
F.B.C.D.R.

P.O.C.  
X: 2,994,894.28  
Y: 13,735,085.28

P.O.B.  
X: 2,994,169.23  
Y: 13,734,171.81

**DRAINAGE EASEMENT**  
**11.5680 ACRES**  
**(503,900 SQ. FT)**

LINE	BEARING	DISTANCE
L1	S 42°04'56" W	267.50'
L2	N 11°36'38" E	72.44'
L3	N 39°13'43" W	325.78'
L4	N 25°08'18" W	132.96'
L5	N 13°54'07" W	127.94'
L6	S 46°15'44" W	85.92'
L7	N 44°51'17" W	153.32'
L8	N 41°59'42" E	230.35'
L9	S 44°50'17" E	165.98'
L10	N 46°15'44" E	85.92'
L11	S 13°54'07" E	105.38'
L12	S 25°08'18" E	81.61'
L13	S 39°13'43" E	325.78'
L14	S 11°36'38" W	72.44'
L15	S 78°49'04" E	50.78'

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	77°31'20"	375.00'	509.56'	N 27°19'06" W - 471.26'
C2	50°50'17"	220.00'	195.20'	N 13°48'34" W - 186.86'
C3	119°50'10"	25.00'	52.26'	N 73°46'12" W - 43.27'
C4	88°52'59"	325.00'	504.17'	N 89°17'47" E - 455.12'
C5	88°52'59"	95.00'	147.37'	S 89°17'47" E - 133.03'
C6	119°50'10"	255.00'	533.34'	S 73°48'12" E - 441.31'
C7	50°50'17"	450.00'	399.28'	S 13°48'34" E - 386.31'
C8	90°21'39"	145.00'	228.68'	S 33°34'16" E - 205.71'

- LEGEND**
- CL - CENTERLINE
  - D.E. - DRAINAGE EASEMENT
  - F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
  - F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
  - FND - FUND
  - I.P. - IRON PIPE
  - I.R. - IRON ROD
  - P.D.B. - POINT OF BEGINNING
  - P.O.C. - POINT OF COMMENCEMENT
  - R.D.W. - RIGHT OF WAY
  - SQ. FT. - SQUARE FEET
  - W/ - WITH

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND MAY BE CONVERTED TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR OF 0.99986701753.
  - THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. DEED INFORMATION SHOWN HEREON WAS RESEARCHED AND PROVIDED BY OTHERS.
  - THE CERTIFICATE SHOWN HEREON IS VALID ONLY IF THIS DOCUMENT CONTAINS AN ORIGINAL STAMPED OR IMPRESSION SEAL AND SIGNATURE OF THE SURVEYOR. SAID CERTIFICATION SHALL NOT APPLY TO ANY COPIES OR ALTERED ORIGINALS.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. ADDITIONAL ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN.
  - A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS SURVEY.
  - ALL RODS SET ARE 5/8" IRON RODS WITH CAPS STAMPED: T.E.A.M. - 281-491-2525.
  - THIS TRACT OF LAND WAS SURVEYED IN THE FIELD ON JANUARY 23, 2017.

I, Brian Neavoda, a Registered Professional Land Surveyor of the State of Texas, hereby certify that the above plot correctly represents the facts found at the time of the survey made on the ground under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1B, Condition II, Survey.



*Brian Neavoda*  
Brian Neavoda  
Registered Professional Land Surveyor  
State of Texas No. 5776



**STANDARD LAND SURVEY**  
OF  
A 11.5680 ACRE (503,900 SQ. FT.) TRACT OF LAND  
IN A. WICKSON SURVEY, ABSTRACT NO. 94,  
FORT BEND COUNTY, TEXAS

**TEXAS ENGINEERING AND MAPPING CO.**  
18718 CENTURY DRIVE  
STAFFORD, TEXAS 77477  
PHONE: 281.491.8555 FAX: 281.491.2535  
www.team-civil.com  
Surveying Firm No. 10119000 / Engineering Firm No. F-2906

DATE: 12-03-19 SCALE: 1"=100' JOB NO. 212-6

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

June 12, 2020 03:39:20 PM



FEE: \$0.00

DP2

**2020069036**