

Ordinance No. 21 - 96

AN ORDINANCE OF THE VILLAGE OF PLEAK, TEXAS TO REDUCE THE VILLAGE OF PLEAK'S EXTRATERRITORIAL JURISDICTION ON REQUEST OF LANDOWNERS OF THE TERRITORY; AND REPEALING ORDINANCE NO.19-91.

WHEREAS, pursuant to Section 42.023 of the Texas Local Government Code, the extraterritorial jurisdiction of the Village may be reduced by consent of the governing body; and

WHEREAS, the Board of Aldermen for the Village of Pleak has reviewed the land owner's written request to remove from the Village's extraterritorial jurisdiction said territory described in the attached **Exhibit "A"**; and;

WHEREAS, the Village of Pleak finds that it will be in the best interest of the Village of Pleak and the territory, to wit: **7.5 acres** as described in **Exhibit "A"** attached to this ordinance, for the Village of Pleak to remove said territory from Peak's extraterritorial jurisdiction and thereby reduce Pleak's extraterritorial jurisdiction; and

WHEREAS, the Village of Pleak by this ordinance repeals Ordinance No. 19-91.

THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF PLEAK, TEXAS:

That the Board of Aldermen for the Village of Pleak finds that:

1. That the owner(s) have requested by written petition that the territory to wit: **7.5 acres** described in **Exhibit "A"** which is ordinance 19-91 with attached exhibits that provide the legal description for the territory, be removed from the extraterritorial jurisdiction of the Village of Pleak;
2. That pursuant to section 42.023 of Texas Local Government Code the Board of Aldermen for the Village of Pleak have the authority to give consent to remove said territory described in **Exhibit "A"** from within the existing extraterritorial jurisdiction of the Village of Pleak and thereby reduce the extraterritorial jurisdiction of Pleak;
3. That the Board of Aldermen finds that it is in the best interest of the Village of Pleak, and the territory described in **Exhibit "A"** attached to this ordinance, for the Village of Pleak to remove said territory from the extraterritorial jurisdiction; and
4. That Ordinance No. 19-91 is hereby repealed.

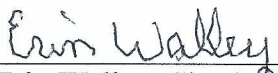
Passed by an affirmative by a majority vote of members of the Board of Aldermen for the Village of Pleak, this 21st day of July 2021.

APPROVED:



Mayor Larry Bittner

ATTEST:



Erin Walley, City Secretary

VILLAGE OF PLEAK, FORT BEND COUNTY, TEXAS

From: TSC Ventures
36 Business Park
Ty Coburn, President

To: Mayor and City Council

Dear Mayor and Council Members:

I would like to request my property removed from the extraterritorial jurisdiction (E.T.J.) of the Village of Pleak. It is my belief that none of the property described is located within any other city's E.T.J. or city limits. I request that the Village of Pleak take the necessary steps to adjust the E.T.J. to remove the following property:

Legal address: 9210 Highway 36, Needville, Texas 77461

Legal description:(a copy of a survey of your property or deed should be attached and used for the legal description)

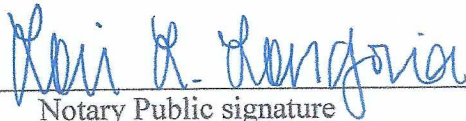
Sincerely,



Sharon Coburn
Property Owner(s) Signature

4-14-2021

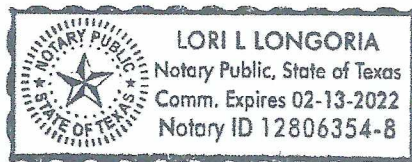
Date



Notary Public signature

4.14.21

Notary Public Seal



Ordinance No. 19-91

AN ORDINANCE OF THE VILLAGE OF PLEAK, TEXAS EXTENDING AND EXPANDING THE VILLAGE OF PLEAK'S EXTRATERRITORIAL JURISDICTION BY THE REQUEST OF OWNERS OF TERRITORY.

WHEREAS, pursuant to Section 42.022(b) of the Texas Local Government Code, Expansion of Extraterritorial Jurisdiction, the owner(s) of all the territory described in Exhibit "A" hereto, has presented to the Village of Pleak, a request that the Village of Pleak extend and expand its extraterritorial jurisdiction to include all of the territory described in Exhibit "A" attached to this ordinance and incorporated and adopted in its entirety as part of this ordinance for all purposes; and

WHEREAS, the Village of Pleak has reviewed the land owner's request and has determined that the facts therein stated in the request are true and correct; the request is made by the owner and or owners of the territory described in the attached exhibit "A" and that the said territory is wholly contiguous to the existing jurisdiction of the Village of Pleak;

WHEREAS, the Village of Pleak has determined that it will be in the best interest of the Village of Pleak and the territory described in Exhibit "A" attached to this ordinance, for the Village of Pleak to extend and expand its extraterritorial jurisdiction to include all of the territory described in Exhibit "A" attached to this ordinance;

BE IT ORDAINED BY THE CITY COUNCIL OF THE VILLAGE OF PLEAK, TEXAS:

That the City Council for the Village of Pleak finds that:

1. That the owner(s) have requested by written petition that the property described in Exhibit "A" attached to this ordinance be included within the extraterritorial jurisdiction of the Village of Pleak;
2. That the area described in Exhibit "A" is an area contiguous to the existing extraterritorial jurisdiction of the Village of Pleak;
3. That the expansion of the Village of Pleak's extraterritorial jurisdiction to include the property described in Exhibit "A" does not include any area in the existing territorial jurisdiction of another municipality.

The Village of Pleak, Texas hereby extends and expands its extraterritorial jurisdiction to include the territory described in Exhibit "A" attached to this ordinance and incorporated and adopted in its entirety as part of this ordinance for all purposes.

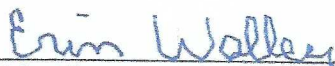
Passed by an affirmative by a majority vote of members of the City Council, this 18th day of September 2019.

APPROVED:



Mayor Larry Bittner

ATTEST:



Erin Walley, City Secretary



GENERAL WARRANTY DEED

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

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT JEANETTE ELOISE ZEMANEK; JOAN C. DARISH, Individually and as Trustee of the Joan C. Darish Living Trust U/A/D June 13, 1994; and JOHN F. ADAIR, Individually and as Trustee of the John F. Adair Revocable Trust U/A/D October 4, 1999, if married, not joined herein by their respective spouses, as the property hereinafter described constitutes no part of their respective homesteads, hereinafter called "Grantor" (and referred to in the singular, whether one or more), for and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by TSC VENTURES, LLC, a Texas Limited Liability Company, hereinafter called "Grantee" (and referred to in the singular, whether one or more), the receipt of which is hereby acknowledged; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land together with all improvements thereon, *but subject to the Covenants Conditions and Restrictions hereinbelow imposed, and subject to the Reservation hereinafter made*, lying and being situated in Fort Bend County, Texas, described as follows, to-wit:

7.5 acres of land out of the John Kasperek 179.43 Acre Estate, in the L & G. N. R. R. Survey, Abstract 269, Fort Bend County, Texas, being more fully described by metes and bounds on EXHIBIT "A" attached hereto and incorporated herein by reference for any and all purposes.

SAVE AND EXCEPT, there is RESERVED unto Grantor, its successors and assigns all of the Mineral Estate owned by Grantor. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property; PROVIDED HOWEVER, that Grantor does not reserve or retain, and hereby waives the implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals.

This conveyance is made subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above mentioned County and State.

STEWART TITLE

1515703064/62/TT

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be. When the context requires, singular nouns and pronouns include the plural.

COVENANTS, CONDITIONS AND RESTRICTIONS

The hereinabove described property is conveyed subject to the matters set forth hereinbelow; and by the acceptance of this deed, Grantee herein, its successors and assigns, covenant and agree to be bound by the said terms; such provisions shall constitute covenants running with the land and shall be binding upon and enforceable by Grantor, their heirs, successors and assigns, against the Grantees herein and all successor owners of the hereinabove described property or any interest therein, for a period of one hundred (100) years from the date of this deed, to-wit:

No mobile homes or manufactured homes shall be installed, maintained, stored or kept on the herein conveyed property.

This instrument is executed in multiple original counterparts, each of which, when signed by a party hereto, shall constitute an original, but all of such executed copies together constituting one and the same instrument.

EXECUTED effective this the 27 day of October, 2015.

(The rest of this page left intentionally blank, signature pages to follow)

Grantee's Address:
8927 Lady Laura Lane
Richmond, Texas 77469



JOHN F. ADAIR, Individually and as Trustee of the
John F. Adair Revocable Trust U/a/d October 4,
1999

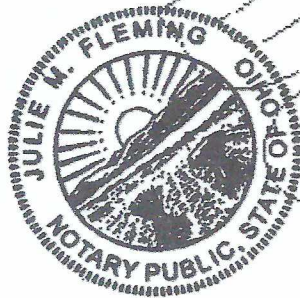
THE STATE OF Ohio

THE COUNTY OF Hamilton

This instrument was acknowledged before me on this the 29th day of
Oct, 2015, by JOHN F. ADAIR, Individually and as Trustee of the John F.
Adair Revocable Trust U/a/d October 4, 1999.

JULIE FLEMING, Notary Public
In and for the State of Ohio
My Commission Expires April 16, 2017


NOTARY PUBLIC, STATE OF Ohio



Jeanette Eloise Zemanek
JEANETTE ELOISE ZEMANEK

THE STATE OF *Texas*

THE COUNTY OF *Abilene*

This instrument was acknowledged before me on this the *30* day of *October* 2015, by JEANETTE ELOISE ZEMANEK.

[Signature]
NOTARY PUBLIC, STATE OF _____



THE STATE OF Michigan
THE COUNTY OF Oakland

This instrument was acknowledged before me on this the 27th day of October, 2015, by JOAN C. DARISH, Individually and as Trustee of the Joan C. Darish Living Trust U/a/d June 13, 1994.

[Signature]
NOTARY PUBLIC STATE OF Michigan

Commission Exp. 7-15-19

ACCEPTED AND AGREED TO BY GRANTEE:

TSC VENTURES, LLC, a Texas Limited Liability Company

By: Ty M Coburn
Name: Ty M Coburn
Title: President

THE STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me, on this the 30 day of October, 2015, by Ty M Coburn as President of TSC VENTURES, LLC, a Texas Limited Liability Company on behalf of said limited liability company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

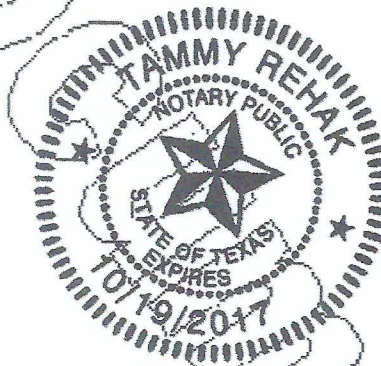


EXHIBIT "A"

7.5 acres of land out of the John Kasperek 179.43 Acre Estate in the I. & G. N. R. R. Survey, Abstract 269, Fort Bend County, Texas, more specifically described as:

BEGIN at the West corner of the I. & G. N. R. R. Co. Survey "A" which is also the North corner of the Section 73, H. & T. C. R. R. Co. Survey marked by a 2" diameter iron pipe;

THENCE S 45 degrees E along with Southwest line of said I. & G. N. R. R. Co. Survey "A" at 2047.1 ft. pass an iron pipe the West corner of the John Kasperek 179.43 Acre Estate at 3806.2 ft. pass an iron pipe and 3841.2 ft. in all to the South corner of said I. & G. N. R. R. Co. Survey "A" in a public road, thence N 45 degrees E along with Southeast line of said I. & G. N. R. R. Co. Survey "A" 2687 ft. to a point where said line intersects the West right of way line of Highway No. 36;

THENCE N 21 degrees 35' E along said West right of way line of Highway No. 36 371 ft. to an iron pipe the South corner of this herein described tract as the place of beginning;

THENCE N 68 degrees 25' W 234.8 ft. to an iron pipe for corner;

THENCE N 45 degrees W 464.9 ft. to an iron pipe for corner;

THENCE N 45 degrees E 860.9 ft. to an iron pipe for corner;

THENCE S 45 degrees E 92.1 ft. to an iron pipe for corner;

THENCE S 21 degrees 35' W 567.2 ft. to an iron pipe for corner;

THENCE S 68 degrees 25' E 234.8 ft. to an iron pipe in the West right of line of Highway No. 36 for corner;

THENCE S 21 degrees 35' W along the West right of way line of said Highway No. 36 371 ft. to the place of Beginning, containing 7.5 acres of land, more or less.

EXHIBIT "A"

AGREED JUDGMENT

CSJ: 0188-02-038
PARCEL: 132

NO. 17-CCV-059899

THE STATE OF TEXAS

v.

TSC VENTURES, LLC, A TEXAS
LIMITED LIABILITY COMPANY

§ CONDEMNATION PROCEEDING
§
§ COUNTY COURT AT LAW NO. 5
§
§
§ FORT BEND COUNTY, TEXAS

BE IT REMEMBERED, that on this day, came on to be heard the above-entitled and numbered cause and came the State of Texas (hereinafter "Plaintiff"), and announced ready for trial and came TSC Ventures, LLC, a Texas limited liability company (hereinafter "Defendant") and announced ready for trial.

I.

Prior to the commencement of the trial of this cause the Defendant admitted and stipulated in open Court that Plaintiff has the right to recover and condemn the property described herein; that all prior steps and due processes of law were duly, legally and timely performed; that all legal prerequisites for trial of this cause by this Court had been duly complied with; that the only issue remaining in this cause to be tried by this Court is the amount of compensation due to the Defendant as a result of the condemnation of the property described in Exhibit "A" attached hereto (hereinafter "the property"); and that this Court has jurisdiction of such issue and this cause of action.

II.

From the papers heretofore filed in this cause, the evidence introduced upon the trial of this cause, and the agreements and stipulations made by the parties upon the trial of this cause, the Court finds:



14 pgs

2018140127

DOCUMENT CERTIFIED

(1) That under and by its *Petition for Condemnation* filed with the clerk of this Court on the May 5, 2017 Plaintiff sought and prayed for the acquisition, for highway purposes, from the Defendant, through condemnation of the property located in Fort Bend County, Texas; save and except the oil, gas and sulphur which can be removed from beneath the property without any right whatsoever of ingress or egress to or from the surface of said tract of land for the purpose of exploring, developing, drilling or mining of the same.

(2) That pursuant to the *Petition for Condemnation*, the Judge appointed three disinterested real property owners of Fort Bend County, Texas, as Special Commissioners, who subsequently met, took their oaths of office, set a date of hearing before such Special Commissioners, and caused notice thereof to be duly served as prescribed by law, and that the Special Commissioners duly held the hearing.

(3) That upon the hearing all parties appeared, either in person or by their attorneys, and that after the hearing, the Special Commissioners made and rendered their decision and Award in writing, and filed the Award with the judge of this Court on November 15, 2017.

(4) That by the written Award, the Special Commissioners awarded to Defendants the sum of SEVENTY-FIVE THOUSAND THREE HUNDRED TWELVE AND NO/100 DOLLARS (\$75,312.00).

(5) That Defendant TSC Ventures, LLC, a Texas limited liability company duly and timely filed an objection and exception to the Award of Special Commissioners and caused Plaintiff to be cited accordingly.

III.

Whereas all parties have agreed and reached a compromise agreement that the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) is the sum to which

Defendant is entitled by virtue of the condemnation of the land on the date the property was condemned, and for damages, if any, to the remainder of Defendant's property lying adjacent to the property condemned. Upon due consideration, the Court finds and determines the following:

(1) All proceedings necessary to vest this Court with jurisdiction of the parties and the subject matter and the parties of this cause have been instituted, maintained and complied with as required by law; therefore, this Court has jurisdiction of the parties hereto and of the subject matter set forth in this case;

(2) TSC Ventures, LLC, a Texas limited liability company is the owner in fee simple title of the property. Plaintiff is condemning and acquiring the fee simple title in and to the property under and by virtue of these condemnation proceedings. Plaintiff is authorized to condemn the property;

(3) From the pleadings, evidence and the agreement of the parties, Defendant should have and recover from Plaintiff the sum of **ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00)**;

(4) Plaintiff should have and recover from Defendant as more specifically set forth in Plaintiff's *Petition for Condemnation*, a fee simple title in and to the property;

(5) That Plaintiff did on December 7, 2017, deposit into the Registry of this Court the sum of **SEVENTY-FIVE THOUSAND THREE HUNDRED TWELVE AND NO/100 DOLLARS (\$75,312.00)** for the use and benefit of Defendant, which amount was withdrawn by proper order entered by this Court, and Defendant acknowledges receipt of **SEVENTY-FIVE THOUSAND THREE HUNDRED TWELVE AND NO/100 DOLLARS (\$75,312.00)** already paid to them by Plaintiff, as evidenced by their withdrawal of same from the Registry of the Court; and after making application of such amount there remains an unpaid balance of **TWENTY-NINE THOUSAND SIX**

HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$29,688.00) due and payable by Plaintiff to Defendants;

(6) That the total amount of the settlement agreement reached by Plaintiff and Defendant includes any pre-judgment interest which may be due;

(7) That Plaintiff shall have sixty (60) days after the final judgment is signed by the Court and all information necessary for payment is provided by Defendant to pay the remaining balance of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$29,688.00)**, during which time post-judgment interest shall be tolled. Post-judgment interest shall accrue at the legal rate beginning on the sixtieth (60th) day after the final judgment is signed by the Court and all information necessary for payment of the remaining balance of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$29,688.00)** is provided by Defendant, if the remaining balance has not yet been paid by Plaintiff.

(8) That the Plaintiff hereby discloses that Defendant herein, or Defendant's heirs, successors, or assigns may be entitled to repurchase from the Plaintiff the property, described in Exhibit "A" attached hereto, according to the terms of Chapter 21, Subchapter E of the Texas Property Code, and that the repurchase price is the price paid to Defendant at the time Plaintiff acquired the property through eminent domain;

(9) All costs of Court incurred herein should be taxed against Plaintiff, which costs shall be paid only to the County Clerk of Fort Bend County, Texas.

IV.

It is therefore ORDERED, ADJUDGED, and DECREED that Plaintiff does have and recover of and from Defendant fee simple title in and to the property situated in Fort Bend County, Texas.

Defendant has and is entitled to a judgment from Plaintiff in the sum of **ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00)** for the interests in the property herein condemned and for damages, if any, to Defendant's remaining lands.

V.

It is further ORDERED, ADJUDGED, and DECREED that the fee simple title to the land described in Exhibit "A" is hereby decreed to and vested in Plaintiff; however, there is excluded from said estate vested in Plaintiff all the oil, gas, and sulfur which can be removed from said land. The owners of such oil, gas, and sulphur shall not have any right of ingress to or egress from the surface of said condemned land for the purpose of exploring, drilling, developing or mining of the same.

VI.

It is further ORDERED, ADJUDGED, and DECREED by the Court that Defendant does have and recover of from Plaintiff, and Plaintiff is hereby directed to pay to Defendant, the unpaid balance of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$29,688.00)** for the land described in Exhibit "A," and as full compensation for the condemnation thereof hereunder.

VII.


It is further ORDERED, ADJUDGED, and DECREED that upon payment by Plaintiff, of the difference in the amount deposited in the Registry of the Court, to wit, **SEVENTY-FIVE THOUSAND THREE HUNDRED TWELVE AND NO/100 DOLLARS (\$75,312.00)** and the amount of money found by the Court to be the market value of the land acquired by Plaintiff, in fee simple title, together with damages, if any, to Defendants' remaining lands, to-wit, **ONE**

HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) to the date of this judgment, Plaintiff, shall stand RELEASED and DISCHARGED of its constitutional obligation to pay such compensation for the taking of the property described in Exhibit "A," for public use.

VIII.

It is further ORDERED, ADJUDGED and DECREED that all costs of Court are hereby adjudged against Plaintiff, which costs shall be paid only to the County Clerk of Fort Bend County, Texas.

SIGNED this 2 day of March, 2018.


JUDGE, County Court at Law No. 5
Fort Bend County, Texas

APPROVED AS TO SUBSTANCE AND FORM:

KEN PAXTON
Attorney General of Texas



NICHOLAS GOETSCHÉ
Assistant Attorney General
State Bar No. 24086725
Transportation Division
P. O. Box 12548
Austin, Texas 78711-2548
(512) 463-1885 - Office
(512) 472-3855 - Facsimile
nicholas.goetsche@oag.texas.gov

COUNSEL FOR PLAINTIFF,
THE STATE OF TEXAS



DAVID W. SHOWALTER, ATTORNEY
State Bar No. 18306500
1117 FM 359, Suite 200
Richmond, Texas 77406
Telephone: (281) 341-5577
Facsimile: (281) 762-6872

Attorney for Defendant,
TSC VENTURES, LLC, A TEXAS LIMITED LIABILITY COMPANY

Exhibit "A"
Page 1 of 4

November 10, 2006
Parcel 132
Sheet 1 of 4

Exhibit _____

County: Fort Bend
Highway: State Highway 36
Limits: F.M. 2218.40 South of Needville
RCSJ: 0188-02-038

PROPERTY DESCRIPTION FOR PARCEL 132

Being 1.0184 acres (44,361 square feet) of land out of the L. & G. N. R. R. Co., Survey "A", Abstract 269, Fort Bend County, Texas; and being out of that certain called 7.5 acre tract, conveyed by the Estate of Wanelle M. Adair, with $\frac{1}{2}$ interest conveyed to Stephen L. Adair, John F. Adair, and Jean C. Darish, by Petition for Probate as recorded in File Number 2000091784 of the Official Public Records of Fort Bend County, and $\frac{1}{2}$ interest conveyed to David Allen Zemanek and Kathleen Lynette Zemanek, by Last Will and Testament of Robert Allen Zemanek, as recorded in File Number 2002133273 of the Official Public Records of Fort Bend County, Texas; said 1.0184 acre parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a found "T" Post for an angle point in the Southwest line of said 7.5 acre tract of land, and the Northeast line of that certain tract conveyed to Mellon Management, L. P., by deed executed August 22, 2002, as recorded in File Number 2002092176, of the Official Public Records of Fort Bend County, Texas; thence as follows:

South $71^{\circ}02'00''$ East, with the Southwest line of said 7.5 acre tract of land, and the Northeast line of said Mellon Management, L.P. tract of land, a distance of 113.76 feet to a set 5/8-inch iron rod with "TXDOT" aluminum cap on the Proposed West Right-of-Way line of State Highway 36 (220 feet wide), said 5/8-inch iron rod being the POINT OF BEGINNING of the herein described 1.0184 acre parcel of land; said point also being 111.67 feet West of and at right angles to Engineer's station 375+34.86 of State Highway 36;

- (1) THENCE, North $19^{\circ}01'26''$ East, with the Proposed West Right-of-Way line of State Highway 36, at a distance of 34.86 feet passing a 5/8-inch iron rod with "TXDOT" aluminum cap set at Engineer's station 375+00, for a total distance of 369.76 feet to a set 5/8-inch iron rod with "TXDOT" aluminum cap on the East Northeast line of said 7.5 acre tract, and the Southwest line of that certain tract conveyed to Ronald B. Pucio, by deed executed June 26, 1998, as recorded in File Number 9858928 of the Official Public Records of Fort Bend County, Texas; **

Exhibit "A"
Page 2 of 4

November 10, 2006
Parcel 132
Sheet 2 of 4

- (2) **THENCE**, South $70^{\circ}57'09''$ East, with the East Northeast line of said 7.5 acre tract, and the Southwest line of said Pucio tract, a distance of 120.00 feet to a set 5/8-inch iron rod with "TXDOT" aluminum cap on the Existing West Right-of-Way line of State Highway 36 (100 feet wide per Volume 133, Page 532 of the Deed Records of Fort Bend County, Texas), for the East Northeast corner of said 7.5 acre tract, and the Southeast corner of said Pucio tract, from which a found 1-inch iron pipe bears South $70^{\circ}57'09''$ East, a distance of 1.89 feet;
- (3) **THENCE**, South $19^{\circ}01'26''$ West, with the Existing West Right-of-Way line of State Highway 36, and the Southeast line of said 7.5 acre tract, a distance of 369.59 feet (call 371.00 feet) to a set 5/8-inch iron rod with "TXDOT" aluminum cap for the Southeast corner of said 7.5 acre tract, and the Northeast corner of said Mellon Management, L.P. tract, from which a found 1/2-inch iron pipe bears South $71^{\circ}02'00''$ East, a distance of 1.27 feet;
- (4) **THENCE**, North $71^{\circ}02'00''$ West, with the South Southwest line of said 7.5 acre tract, and the Northeast line of said Mellon Management, L.P. tract, a distance of 120.00 feet to the **POINT OF BEGINNING**, containing 1.0184 acres (44,361 square feet) of land.

Note: Parcel plat of even date to accompany this legal description.

Note: The **POINT OF BEGINNING** of this description has coordinates of X = 2,980,109.66 and Y = 13,729,338.20.

All bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.


Access is permitted to the highway facility from the remainder of the property lying West of State Highway 36.

** The monument described and set in this call may be replaced with a TxDOT Type II Right-of-Way marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

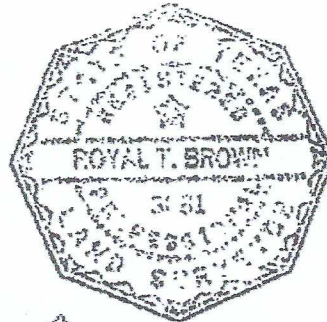
Exhibit "A"
Page 3 of 4

November 10, 2006
Parcel 132
Sheet 3 of 4

I, Royal T. Brown, a Registered Professional Land Surveyor, hereby certify that, the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.



Royal T. Brown, 11/10/06
Texas Registration No. 3881 Date
Dannenbaum Engineering Corp.
3100 West Alabama
Houston, TX 77098 (713) 520-9570

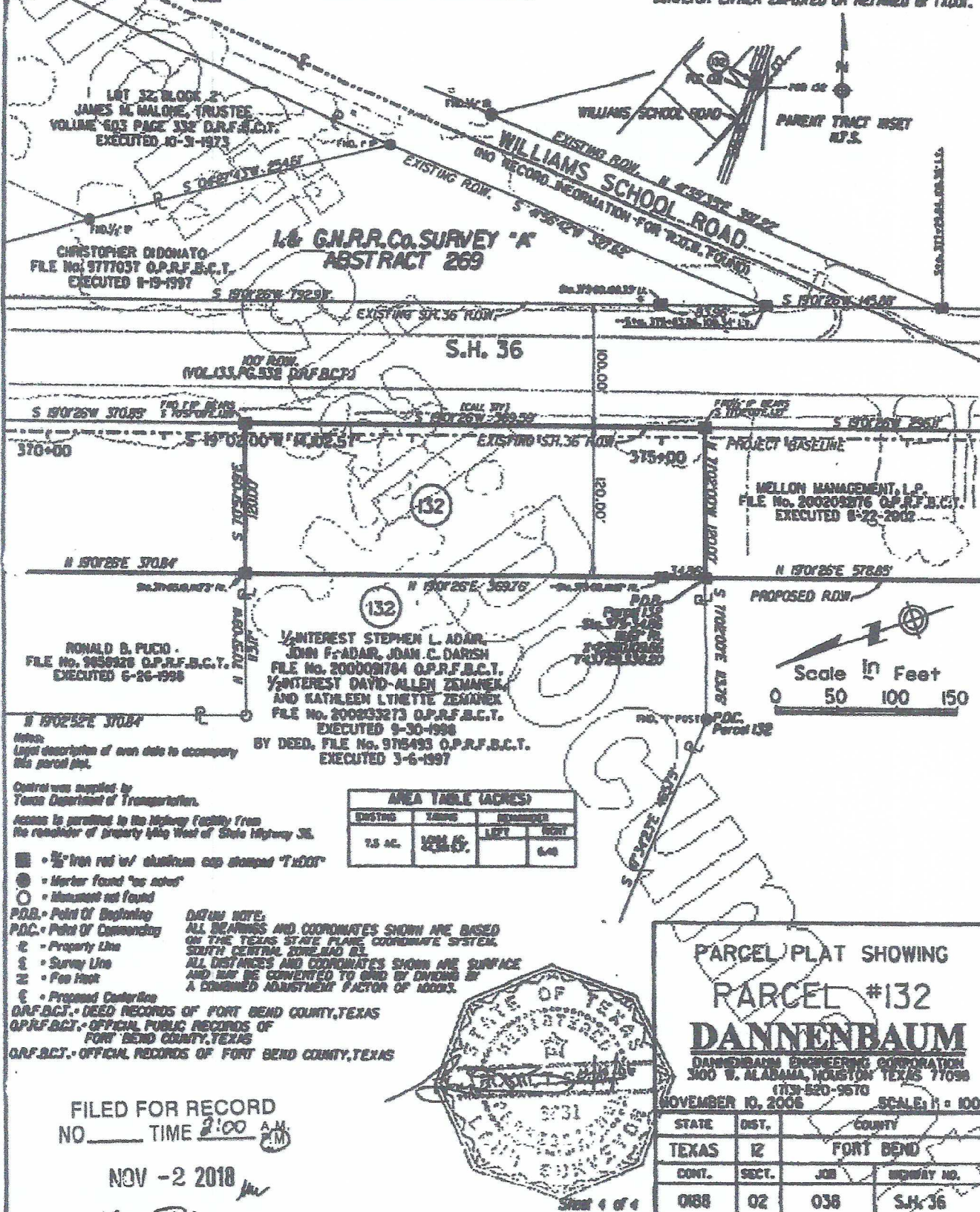


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William Henry Ford
 The following was read for William Henry Ford. His name is listed in the minutes of the Board of Commissioners Board and is shown on the approved County Road map as recorded in the April 18, 1906, Minutes of the Commissioners Court of Port Saint Charles, Louisiana. His name is recorded in Volume 1025, Page 28233 of the Minutes of the Commissioners Court of Port Saint Charles, Louisiana.

"* THE MONUMENT DESCRIBED & SET IN THIS CALL MAY BE REPLACED WITH A TIDAL TYPE IN LIGHT OF WAR BARRIER UPON THE COMPLETION OF THE MONUMENT CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TIDAL.





Laura Richard, County Clerk
Fort Bend County, Texas

STATE OF TEXAS
COUNTY OF FORT BEND
I, Laura Richard, County Clerk of Fort Bend County, Texas,
do hereby certify that the foregoing is a true and correct copy
as the same appears on file and recorded in the appropriate records.
Note: A portion of a personal identifying number may have been
redacted as allowed by law.

Date

11-27-18

Not a Document

Unofficial Document

STATE OF TEXAS
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas,
do hereby certify that the foregoing is a true and correct copy
as the same appears on file and recorded in the appropriate records.
Note: A portion of a personal identifying number may have been
redacted as allowed by law.



11-27-18 Date
Laura Richard
Laura Richard, County Clerk
Fort Bend County, Texas

Attn: Jla Caraway
Row Project Delivery
P.O. Box 1386
Houston, TX 77251-1386

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

December 20, 2018 12:07:42 PM

FEE: \$61.00 ADS

2018140127



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