

**ORDER OF COMMISSIONERS COURT TO CORRECT PRIOR ORDER OF
COMMISSIONERS COURT DATED DECEMBER 9, 1997 AND TITLED ORDER
AUTHORIZING ABANDONMENT OF A CERTAIN HARRIS COUNTY FLOOD
CONTROL DISTRICT EASEMENT ON UNIT P145-03-00, TRACT 02-503.0, IN HARRIS
COUNTY, TEXAS KEY MAP 332 S; PRECINCT ONE**

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2025, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER CORRECTING PRIOR ORDER DESCRIBED ABOVE & TO ABANDON
AND DISCLAIM ANY AND ALL RIGHT, TITLE, AND INTEREST IN THE
TRACTS OF LAND DESCRIBED IN EXHIBIT “A” AND FURTHER
AUTHORIZING EXECUTION OF CORRECTIVE INSTRUMENTS, IF ANY,
NEEDED TO REFLECT SUCH ABANDONMENT.**

_____ introduced an order and moved that Commissioners Court adopt the order. _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, PE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted the following:

RECITALS

WHEREAS, on July 20, 1971, Harris County Flood Control District (“District”) acquired an easement and right-of-way for flood control and drainage purposes over and across property locally described as Harris County Flood Control Unit P 145-03-00, and more particularly described in document number D456554 as filed in the Harris County Real Property Records and attached hereto for any and all purposes as **Exhibit “A-1”**;

WHEREAS, on June 22, 1971, Harris County Flood Control District (“District”) acquired an easement and right-of-way for flood control and drainage purposes over and across property locally described as Harris County Flood Control Unit P 145-03-00, and more particularly described in document number D456555 as filed in the Harris County Real Property Records and attached hereto for any and all purposes as **Exhibit “A-2”**;

WHEREAS, on June 29, 1971, Harris County Flood Control District (“District”) acquired an easement and right-of-way for flood control and drainage purposes over and across property locally described as Harris County Flood Control Unit P 145-03-00, and more particularly described in document number D456556 as filed in the Harris County Real Property Records and attached hereto for any and all purposes as **Exhibit “A-3”**;

WHEREAS, on June 21, 1971, Harris County Flood Control District (“District”) acquired an easement and right-of-way for flood control and drainage purposes over and across property locally described as Harris County Flood Control Unit P 145-03-00, and more particularly described in document number D456557 as filed in the Harris County Real Property Records and attached hereto for any and all purposes as **Exhibit “A-4”**;

WHEREAS, on December 9, 1997, the District’s governing body met and determined that the drainage easements were not needed by the District and that the public interest would be better served if the easements were abandoned;

WHEREAS, the order dated December 9, 1997 memorializing the District’s foregoing decision and attached hereto as **Exhibit “B”** did not adequately identify the description of the easements to be abandoned which has created an ambiguity as to title;

WHEREAS, pursuant to Texas Property Code §5.029, the District desires to make a material correction through this order to its prior December 9, 1997 order to add a property description that correctly identifies the easements and clearly abandons all right, title, and interest in the easements.

NOW THEREFORE, IT IS ORDERED AND DECREED THAT:

1. Each of the findings and determinations recited above are true and correct and are hereby adopted by Harris County Flood Control District, acting by and through its governing body.
2. That Harris County Flood Control District, acting by and through its governing body, hereby amends its December 9, 1997 order attached in **Exhibit “B”** and abandons and disclaims all right, title, and interest in the easements described in the attached **Exhibits “A-1, A-2, A-3, and A-4”**.
3. This order shall constitute, for all purposes, a correction to the prior order and evidence of the abandonment and disclaimer by Harris County Flood Control District, of any and all interest, of any kind or character, in and to the easements described in the attached **Exhibits “A-1, A-2, A-3, and A-4”**.
4. It is further ordered that the appropriate representatives, agents, personnel, and officials of Harris County Flood Control District, be authorized and directed, and are hereby authorized and directed to perform any and all necessary acts within their respective spheres of official duties toward the abandonment of Harris County Flood Control District’s interest in the herein described easements.

5. It is further ordered that County Judge Lina Hidalgo, be and is hereby authorized to execute for and on behalf of Harris County Flood Control District without further voting, any other corrective instruments deemed necessary to accomplish the goal of this order.
6. It is further ordered that the Harris County Clerk is to record a certified copy of this Order in the Official Public Records of Real Property in Harris County, Texas. For the purposes of facilitating and indexing the recording of this Order in the Official Real Property Records of Harris County, Texas, the above-described property shall be identified and indexed as follows:

Grantor: Harris County Flood Control District

Grantees: Kitch Co Realty, Ltd., MetCo Realty, Ltd., & Texan Land and Cattle II, Ltd.

NOV--9-71 792808 D 456554 LST A PD 0.00

855-02-0539

HARRIS COUNTY

NO FEE
D456554

RIGHT OF WAY EASEMENT

RECORDER'S MEMORANDUM:
Portions of This Instrument Were Inked or
Blocked Out At The Time of Recording.THE STATE OF TEXAS }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

EASMT
D. D.

THAT I/We, BEN TAUB, MARY HIBBERT, wife of R. E. Hibbert, as her separate property and estate; HILDA SCHWARTZ, wife of M. M. Schwartz, as her separate property and estate; JOHN B. TAUB and HENRY J. N. TAUB, hereinafter known as Grantor (whether one or more), of the County of Harris

State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations-----~~REMAINS~~

mm's cash to Grantor in hand paid by the Harris County *mm's* Flood Control District, the receipt and sufficiency of which is hereby acknowledged, has Granted, ~~and~~ and Conveyed, and by these presents does Grant, ~~and~~ and Convey unto the said Harris County Flood Control District, a Body Politic and Corporate, hereinafter known as District, its successors and assigns, a ~~perpetual~~ *Right of Way* easement and right-of-way for drainage and flood control as a part of Harris County Flood Control Unit P 145-03-00 such easement and right-of-way being more particularly described as follows:

An undivided 80% interest of a 1/3 undivided interest in ~~and to~~ a tract of land situated in the County of Harris, State of Texas, being part of the CHRIS WALTERS SURVEY, Abstract No. 868; and being part of a 485 acre tract of land out of a 4037.25 acre tract of land conveyed to J. N. Taub by Bassett Blakely by deed of record in Volume 298 at Page 165 of the Deed Records of Harris County; and being more particularly described as Parcel "A" and Parcel "B" as follows:

PARCEL "A":

BEGINNING at an angle iron marking the most northeasterly corner of said 485 acre tract of land and also being the south-east corner of the residue of a 50 acre tract of land conveyed to Robert Mathis by H. E. Glameyer, Jr. by deed of record in Volume 1294 at Page 737 of the Deed Records of Harris County;

THENCE South 31° 47' East, 915.84 feet to the southwest corner of a 30 foot roadway easement conveyed to Spring Independent School District by Ben Taub, et al, by deed of record in Volume 8234 at Page 547 of the Deed Records of Harris County;

THENCE North 58° 09' East, 60.00 feet along South line of said roadway to a point;

THENCE departing from said South line South 31° 47' East, 4,411.46 feet, more or less, to a point in the Westerly line of a 50 foot drainage easement conveyed to the Harris County Flood Control District by Ben Taub, et al, by deed of record in Volume 2444 at Page 322 of the Deed Records of Harris County;

THENCE South 08° 47' East, 307.12 feet, more or less, along said West easement line to a point;

THENCE departing from said West easement line North 31° 47' West, 5,610.00 feet, more or less, to the POINT OF BEGINNING, containing 601,292 square feet (13.80 acres), more or less.

RECORDER'S MEMORANDUM:
The changes made in ink on this instrument were present at the time instrument was filed and recorded.

136-28-0792

H2NT
ll

WCH

PARCEL "B": *Right of Way*

HNT
Right of Way
 BEING a strip of ~~land~~ 30 feet in width over and across a portion of a 485 acre tract of land out of a 4,037.25 acre tract of land conveyed to J. N. Taub by Bassett Blakeley by deed of record in Volume 298 at Page 165 of the Deed Records of Harris County; the above mentioned 30 foot strip of land being measured 15 feet at right angles from and on both sides of the following described centerline:

FROM the south line of a 30 foot roadway easement conveyed to Spring Independent School District by Ben Taub, et al, by deed of record in Volume 8234 at Page 547 of the Deed Records of Harris County, and the East line of Parcel "A" as described above South 31° 47' East, 2,416 feet, more or less, to the POINT OF BEGINNING;

THENCE in a Southeasterly direction along a proposed centerline to a point in the centerline of an existing drainage ditch, said point also being the location of an 84-inch outfall into said ditch from the East, containing 25,050 square feet (0.575 acre), more or less.

The easement and right-of-way described in Parcel "B" above is conveyed by Grantor to the District for flood control and drainage purposes only. It is therefore agreed that if, in the event the drainage facility to be located therein shall be replaced by means of an underground conduit, or becomes part of an internal drainage system, then the easement granted in said Parcel "B" above shall automatically and without re-entry or other act by Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns, of said Grantor.

The easement and right-of-way described in Parcel "A" above is also conveyed by Grantor to the District for flood control and drainage purposes only, with the expectation that the District will initially construct a drainage ditch thereon approximately 55 feet to 60 feet in width at ground level, and that the District will ultimately enlarge the ditch to an average width of 85 feet to 90 feet at ground level. It is therefore agreed that if the District does not within one year from date construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, then the easement granted in Parcel "A" above shall automatically, and without re-entry or other act by Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor. It is further agreed that if the District does, within one year from date, construct

HNT
 136-28-0793
 DESCRIPTION APPROVED
 FLOOD CONTROL DIST.
 BY *CHC* DATE *10/1/79*

136-28-0794

such a ditch on Parcel "A", but does not within two years from date enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the easement granted in Parcel "A" shall automatically, and without any re-entry or other act by Grantor, terminate as to a strip of land 15 feet in width along the southwesterly boundary of Parcel "A" and a strip of land 15 feet in width along that portion of the northeasterly boundary of Parcel "A" which lies southeasterly of the Spring Independent School District 50.298 acre tract described in Volume 8161 at Page 543 of the Harris County Deed Records, and as to the terminated portions shall vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor, so that thereafter the District's easement in Parcel "A" will be 45 feet in width as to the portion thereof adjacent to the said school tract and 90 feet in width throughout the balance of Parcel "A". It is further agreed that if the District does, within one year from date, construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, and does, within two years from date, enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the District's easement in Parcel "A" shall be of the full width hereinabove described, that is to say, 60 feet in width as to the portion thereof adjacent to the said school tract and 120 feet in width throughout the balance of Parcel "A". For purposes of measuring the width of the ditch constructed by the District, there shall be included both the portion thereof constructed on Parcel "A" and the portion thereof constructed along the southwest-erly boundary of the said school tract.

mott

TO HAVE AND TO HOLD the above described easement and right-of-way, together with all and singular the rights and appurtenances thereto in anywise belonging, ~~including all necessary rights of ingress, egress and regress~~, unto the said District, its successors and assigns, forever; and Grantor does hereby bind themselves, their heirs, executors and administrators,

to Warrant and Forever Defend all and singular the said premises unto the said District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The District may widen, straighten, clear and improve waterways and ditches located upon the above described premises, may excavate and dispose of soil, and may bring upon said described premises and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

Grantor reserves all oil, gas and other minerals in, on or under said premises, but waives all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall prohibit or in any manner restrict the right of Grantor to develop the premises for oil and gas, by directional drilling from a nearby site; provided, however, that nothing contained herein shall ever legally authorize Grantor, their heirs, executors and administrators, to remove sand, soil, gravel or stone from said easement above described without the prior written consent and approval of the District; and provided further that no rights or privileges of Grantor in the above described property are to be used by Grantor which would interfere with or abridge the rights granted herein to said District.

The District shall have the right to cut and dispose of all trees, brush or other natural growth within the easement area necessary in the operation of the equipment doing the work.

The District shall replace or re-establish such fences as it may disturb.

The Grantor herein reserves the right to Grantor, their successors, heirs, devisees and/or assigns, to cross the ~~property~~ herein conveyed with any and all roads, lines, mains, bridges and other facilities and structures for all public or private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that the plans for such items shall be submitted to and approved by the Harris County Flood Control District prior to start of construction of such items, so that the District may be certain that such items create no impediment or obstruction in the waterway.

It is expressly understood and agreed (i) that the warranty of title contained herein is limited to claims arising by, through or under Grantor and does not extend further, and (ii) that the easement and right-of-way herein granted is subject to recorded mineral leases, recorded unitization agreements and other agreements between Grantor (or Grantor's predecessors in title) and the mineral lessees, recorded pipeline easements, and easements for existing roadways and pipelines, to the extent but only to the extent any of the same are presently valid and enforceable encumbrances against the property.

EXECUTED this

20th

day of

, 19 71.

Ben Taub

Ben Taub

Mary Hibbert

Mary Hibbert

John B. Taub

John B. Taub

Hilda Schwartz

Hilda Schwartz

APPROVED:

Form & Execution

Ray Carter
Assistant County Attorney

Henry J. N. Taub

RECORDER'S MEMORANDUM:
The changes made in ink on this instrument were present at the time instrument was filed and recorded.

136-28-0796

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BEN TAUB, 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 the 13th day of August, A. D. 1971.

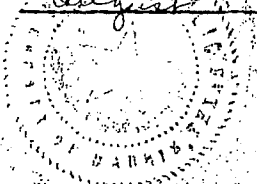


Ben Sachs
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARY HIBBERT, wife of R. E. Hibbert, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY HIBBERT, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of August, A. D. 1971.



Jimmie B. Burnell
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HILDA SCHWARTZ, wife of M. M. Schwartz, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said HILDA SCHWARTZ, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of July, A. D. 1971.

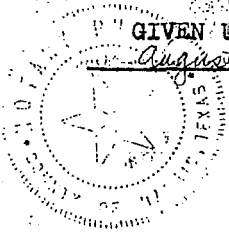


Verna McKinnon
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN B. TAUB, 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 the 13th day of August, A. D. 1971.



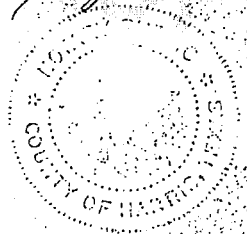
Ben Jack
Notary Public in and for
Harris County, Texas

136-28-0797

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HENRY J. N. TAUB, 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 the 20th day of July, A. D. 1971.



Betty Wynne
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 9 1971



Robert Montague
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS
NOV 9 1971

PLEASE RETURN TO:
Harris County Flood Control District
8615 North Main
Houston, Texas

EXHIBIT A-2

NOV--9-71 792809 D 456555 855-02-0545 0.00

D456555

EASMT
D D

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

TAUB

THAT I/We, ROSA/KAHN, as her separate property and estate,

RECORDER'S MEMORANDUM:
Portions of This Instrument Were Inked or
Blacked Out At The Time of Recording.

hereinafter known as Grantor (whether one or more), of the County of Harris

State of Texas, for and in consideration of the sum of Ten Dollars

(\$10.00) and other good and valuable considerations -----

to Grantor in hand paid by the Harris County Flood Control District, the receipt and sufficiency of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said Harris County Flood Control District, a Body Politic and Corporate, hereinafter known as District, its successors and assigns, a perpetual easement and right-of-way for drainage and flood control as a part of Harris County Flood Control Unit P 145-03-00 such easement and right-of-way being more particularly described as follows:

An undivided 20% interest of a 1/3 undivided interest in and to a tract of land situated in the County of Harris, State of Texas, being part of the CHRIS WALTERS SURVEY, Abstract No. 868; and being part of a 485 acre tract of land out of a 4037.25 acre tract of land conveyed to J. N. Taub by Bassett Blakely by deed of record in Volume 298 at Page 165 of the Deed Records of Harris County; and being more particularly described as Parcel "A" and Parcel "B" as follows:

PARCEL "A":

BEGINNING at an angle iron marking the most northeasterly corner of said 485 acre tract of land and also being the southeast corner of the residue of a 50 acre tract of land conveyed to Robert Mathis by H. E. Glameyer, Jr. by deed of record in Volume 1294 at Page 737 of the Deed Records of Harris County;

THENCE South 31° 47' East, 915.84 feet to the southwest corner of a 30 foot roadway easement conveyed to Spring Independent School District by Ben Taub, et al, by deed of record in Volume 8234 at Page 547 of the Deed Records of Harris County;

THENCE North 58° 09' East, 60.00 feet along South line of said roadway to a point;

THENCE departing from said South line South 31° 47' East, 4,411.46 feet, more or less, to a point in the Westerly line of a 50 foot drainage easement conveyed to the Harris County Flood Control District by Ben Taub, et al, by deed of record in Volume 2444 at Page 322 of the Deed Records of Harris County;

THENCE South 08° 47' East, 307.12 feet, more or less, along said West easement line to a point;

THENCE departing from said West easement line North 31° 47' West, 5,610.00 feet, more or less, to the POINT OF BEGINNING, containing 601,292 square feet (13.80 acres), more or less.

HARRIS COUNTY
NO FEE

136-28-0798

1971 NOV 9 AM 9 33

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

136-28-0799

PARCEL "B":

BEING a strip of land 30 feet in width over and across a portion of a 485 acre tract of land out of a 4,037.25 acre tract of land conveyed to J. N. Taub by Bassett Blakeley by deed of record in Volume 298 at Page 165 of the Deed Records of Harris County; the above mentioned 30 foot strip of land being measured 15 feet at right angles from and on both sides of the following described centerline:

FROM the south line of a 30 foot roadway easement conveyed to Spring Independent School District by Ben Taub, et al, by deed of record in Volume 8234 at Page 547 of the Deed Records of Harris County, and the East line of Parcel "A" as described above South 31° 47' East, 2,416 feet, more or less, to the POINT OF BEGINNING;

THENCE in a Southeasterly direction along a proposed centerline to a point in the centerline of an existing drainage ditch, said point also being the location of an 84-inch outfall into said ditch from the East, containing 25,050 square feet (0.575 acre), more or less.

DESCRIPTION APPROVED
FLOOD CONTROL DIST.
BY DEAC DATE 8/25/71

The easement and right-of-way described in Parcel "B" above is conveyed by Grantor to the District for flood control and drainage purposes only. It is therefore agreed that if, in the event the drainage facility to be located therein shall be replaced by means of an underground conduit, or becomes part of an internal drainage system, then the easement granted in said Parcel "B" above shall automatically and without any re-entry or other act by Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns, of said Grantor.

The easement and right-of-way described in Parcel "A" above is also conveyed by Grantor to the District for flood control and drainage purposes only, with the expectation that the District will initially construct a drainage ditch thereon approximately 55 feet to 60 feet in width at ground level, and that the District will ultimately enlarge the ditch to an average width of 85 feet to 90 feet at ground level. It is therefore agreed that if the District does not within one year from date construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, then the easement granted in Parcel "A" above shall automatically, and without any re-entry or other act by

136-28-0800

Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor. It is further agreed that if the District does, within one year from date, construct such a ditch on Parcel "A", but does not within two years from date enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the easement granted in Parcel "A" shall automatically, and without any re-entry or other act by Grantor, terminate as to a strip of land 15 feet in width along the southwesterly boundary of Parcel "A" and a strip of land 15 feet in width along that portion of the north-easterly boundary of Parcel "A" which lies southeasterly of the Spring Independent School District 50.298 acre tract described in Volume 8161 at Page 543 of the Harris County Deed Records, and as to the terminated portions shall vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor, so that thereafter the District's easement in Parcel "A" will be 45 feet in width as to the portion thereof adjacent to the said school tract and 90 feet in width throughout the balance of Parcel "A". It is further agreed that if the District does, within one year from date, construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, and does, within two years from date, enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the District's easement in Parcel "A" shall be of the full width hereinabove described, that is to say, 60 feet in width as to the portion thereof adjacent to the said school tract and 120 feet in width throughout the balance of Parcel "A". For purposes of measuring the width of the ditch constructed by the District, there shall be included both the portion thereof constructed on Parcel "A" and the portion thereof constructed along the southwesterly boundary of the said school tract.

TO HAVE AND TO HOLD the above described easement and right-of-way, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress and regress, unto the said District, its successors and assigns, forever; and Grantor does hereby bind herself, her heirs, executors, and administrators, to Warrant and Forever Defend all and singular the said premises unto the said District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The District may widen, straighten, clear and improve waterways and ditches located upon the above described premises, may excavate and dispose of soil, and may bring upon said described premises and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

Grantor reserves all oil, gas and other minerals in, on or under said premises, but waives all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall prohibit or in any manner restrict the right of Grantor to develop the premises for oil and gas, by directional drilling from a nearby site; provided, however, that nothing contained herein shall ever legally authorize Grantor, her heirs, executors and administrators, to remove sand, soil, gravel or stone from said easement above described without the prior written consent and approval of the District; and provided further that no rights or privileges of Grantor in the above described property are to be used by Grantor which would interfere with or abridge the rights granted herein to said District.

The District shall have the right to cut and dispose of all trees, brush or other natural growth within the easement area necessary in the operation of the equipment doing the work.

The District shall replace or re-establish such fences as it may disturb.

The Grantor herein reserves the right to Grantor, her successors, heirs, devisees and/or assigns, to cross the property herein conveyed with any and all roads, lines, mains, bridges and other facilities and structures for all public or private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that the plans for such items shall be submitted to and approved by the Harris County Flood Control District prior to start of construction of such items, so that the District may be certain that such items create no impediment or obstruction in the waterway.

It is expressly understood and agreed (i) that the warranty of title contained herein is limited to claims arising by, through or under Grantor and does not extend further, and (ii) that the easement and right-of-way herein granted is subject to recorded mineral leases, recorded unitization agreements and other agreements between Grantor (or Grantor's predecessors in title) and the mineral lessees, recorded pipeline easements, and easements for existing roadways and pipelines, to the extent but only to the extent any of the same are presently valid and enforceable encumbrances against the property.

EXECUTED this 22 day of June, 1971.

Rosa Kahn
Rosa Kahn

APPROVED:

Form & Execution

Ray Cortez
Assistant County Attorney

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of Harris }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Rosa Kahn

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 the 12 day of June, A.D. 19 71.

(L. S.)

Notary Public in and for Harris County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of _____ }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

and

his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

wife of the said

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and

deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19 _____

(L. S.)

Notary Public in and for _____ County, Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of _____ }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

of

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19 _____

(L. S.)

Notary Public in and for _____ County, Texas

PLEASE RETURN TO:
Harris County Flood Control District
8615 North Main
Houston, Texas

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 9 1971



Robert J. [Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

135-28-0802

855-02-0550

D456556

RIGHT OF WAY EASEMENT

NOV-9-71 792810 D 456556 LST A PD 0.00

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

136-28-0803

HARRIS COUNTY
NO FEE
EASMT
D D

THAT I/We, MILDRED POWELL McCALL, a feme sole,

RECORDER'S MEMORANDUM:
Portions of This Instrument Were Inked or
Blacked Out At The Time of Recording.

hereinafter known as Grantor (whether one or more), of the County of Harris
State of Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00)
and other good and valuable considerations, ~~X DOLLARS~~

~~X~~ to Grantor in hand paid by the Harris County Flood Control District, the receipt and sufficiency
of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant,
Sell and Convey unto the said Harris County Flood Control District, a Body Politic and Corporate, herein-
after known as District, its successors and assigns, a perpetual easement and right-of-way for drainage
and flood control as a part of Harris County Flood Control Unit P 145-03-00
such easement and right-of-way being more particularly described as follows:

An undivided 1/3 interest in and to a tract of land situated
in the County of Harris, State of Texas, being part of the
CHRIS WALTERS SURVEY, Abstract No. 868; and being part of a
485 acre tract of land out of a 4037.25 acre tract of land
conveyed to J. N. Taub by Bassett Blakely by deed of record
in Volume 298 at Page 165 of the Deed Records of Harris County;
and being more particularly described as Parcel "A" and Parcel
"B" as follows:

PARCEL "A":

BEGINNING at an angle iron marking the most northeasterly
corner of said 485 acre tract of land and also being the
southeast corner of the residue of a 50 acre tract of land
conveyed to Robert Mathis by H. E. Glameyer, Jr. by deed of
record in Volume 1294 at Page 737 of the Deed Records of Harris
County;

THENCE South 31° 47' East, 915.84 feet to the southwest corner
of a 30-foot roadway easement conveyed to Spring Independent
School District by Ben Taub, et al, by deed of record in Volume
8234 at Page 547 of the Deed Records of Harris County;

THENCE North 58° 09' East, 60.00 feet along the south line of
said roadway to a point;

THENCE departing from said south line, South 31° 47' East,
4,411.46 feet, more or less, to a point in the westerly line
of a 50-foot drainage easement conveyed to the Harris County
Flood Control District by Ben Taub, et al, by deed of record
in Volume 2444 at Page 322 of the Deed Records of Harris County;

THENCE South 08° 47' East, 307.12 feet, more or less, along
said west easement line to a point;

THENCE departing from said west easement line, North 31° 47'
West, 5,610.00 feet, more or less, to the POINT OF BEGINNING,
containing 601,292 square feet (13.80 acres), more or less.

1971 NOV 9 AM 9 34

FILED
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

PARCEL "B":

BEING a strip of land 30 feet in width over and across a portion of a 485 acre tract of land out of a 4,037.25 acre tract of land conveyed to J. N. Taub by Bassett Blakely by deed of record in Volume 298 at Page 165 of the Deed Records of Harris County; the above mentioned 30-foot strip of land being measured 15 feet at right angles from and on both sides of the following described centerline:

FROM the south line of a 30-foot roadway easement conveyed to Spring Independent School District by Ben Taub, et al, by deed of record in Volume 8234 at Page 547 of the Deed Records of Harris County, and the east line of Parcel "A" as described above, South 31° 47' East, 2,416 feet, more or less, to the POINT OF BEGINNING;

THENCE in a southeasterly direction along a proposed centerline to a point in the centerline of an existing drainage ditch, said point also being the location of an 84-inch outfall into said ditch from the east, containing 25,050 square feet (0.575 acre), more or less.

DESCRIPTION APPROVED
FLOOD CONTROL DIST.
BY CHC DATE 8/25/72

The easement and right-of-way described in Parcel "B" above is conveyed by Grantor to the District for flood control and drainage purposes only. It is therefore agreed that if, in the event the drainage facility to be located therein shall be replaced by means of an underground conduit, or becomes part of an internal drainage system, then the easement granted in said Parcel "B" above shall automatically and without any re-entry or other act by Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns, of said Grantor.

The easement and right-of-way described in Parcel "A" above is also conveyed by Grantor to the District for flood control and drainage purposes only, with the expectation that the District will initially construct a drainage ditch thereon approximately 55 feet to 60 feet in width at ground level, and that the District will ultimately enlarge the ditch to an average width of 85 feet to 90 feet at ground level. It is therefore agreed that if the District does not within one year from date construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, then the easement granted in Parcel "A" above shall automatically,

136-28-0804

136-28-0805

and without any re-entry or other act by Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor. It is further agreed that if the District does, within one year from date, construct such a ditch on Parcel "A", but does not within two years from date enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the easement granted in Parcel "A" shall automatically, and without any re-entry or other act by Grantor, terminate as to a strip of land 15 feet in width along the southwesterly boundary of Parcel "A" and a strip of land 15 feet in width along that portion of the northeasterly boundary of Parcel "A" which lies southeasterly of the Spring Independent School District 50.298 acre tract described in Volume 8161 at Page 543 of the Harris County Deed Records, and as to the terminated portions shall vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor, so that thereafter the District's easement in Parcel "A" will be 45 feet in width as to the portion thereof adjacent to the said school tract and 90 feet in width throughout the balance of Parcel "A". It is further agreed that if the District does, within one year from date, construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, and does, within two years from date, enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the District's easement in Parcel "A" shall be of the full width hereinabove described, that is to say, 60 feet in width as to the portion thereof adjacent to the said school tract and 120 feet in width throughout the balance of Parcel "A". For purposes of measuring the width of the ditch constructed by the District, there shall be included both the portion thereof constructed on Parcel "A" and the portion thereof constructed along the southwesterly boundary of the said school tract.

TO HAVE AND TO HOLD the above described easement and right-of-way, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress and regress, unto the said District, its successors and assigns, forever; and Grantor does hereby bind herself, her heirs, executors, administrators and assigns, to Warrant and Forever Defend all and singular the said premises unto the said District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The District may widen, straighten, clear and improve waterways and ditches located upon the above described premises, may excavate and dispose of soil, and may bring upon said described premises and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

Grantor reserves all oil, gas and other minerals in, on or under said premises, but waives all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall prohibit or in any manner restrict the right of Grantor to develop the premises for oil and gas, by directional drilling from a nearby site; provided, however, that nothing contained herein shall ever legally authorize Grantor, her heirs, executors, administrators and assigns, to remove sand, soil, gravel or stone from said easement above described without the prior written consent and approval of the District; and provided further that no rights or privileges of Grantor in the above described property are to be used by Grantor which would interfere with or abridge the rights granted herein to said District.

The District shall have the right to cut and dispose of all trees, brush or other natural growth within the easement area necessary in the operation of the equipment doing the work.

The District shall replace or re-establish such fences as it may disturb.

The Grantor herein reserves the right to Grantor, her successors, heirs, devisees and/or assigns, to cross the property herein conveyed with any and all roads, lines, mains, bridges and other facilities and structures for all public or private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that the plans for such items shall be submitted to and approved by the Harris County Flood Control District prior to start of construction of such items, so that the District may be certain that such items create no impediment or obstruction in the waterway.

It is expressly understood and agreed (1) that the warranty of title contained herein is limited to claims arising by, through or under Grantor and does not extend further, and (2) that the easement and right-of-way herein granted is subject to recorded mineral leases, recorded unitization agreements and other agreements between Grantor (or Grantor's predecessors in title) and the mineral lessees, recorded pipeline easements, and easements for existing roadways and pipelines, to the extent but only to the extent any of the same are presently valid and enforceable encumbrances against the property.

EXECUTED this 29th day of June, 19 71

Mildred Powell McCall
MILDRED POWELL McCALL

APPROVED:

Form & Execution *Ray County*
Assistant County Attorney

855-02-0554

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
MILDRED POWELL MCCALL

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 the 29th day of June, A.D. 1971

(L.S.)

Annie Orelia Arnett
Notary Public in and for Harris County, Texas
ANNIE ORELIA ARNETT
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

136-28-0807

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of _____ }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

and

_____, his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

_____, wife of the said _____

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and

deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19____

(L.S.)

Notary Public in and for _____ County, Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of _____ }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

_____ of _____

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19____

(L.S.)

Notary Public in and for _____ County, Texas

PLEASE RETURN TO:
Harris County Flood Control District
8615 North Main
Houston, Texas

STATE OF TEXAS
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 9 1971



Robert Montague
COUNTY CLERK
HARRIS COUNTY, TEXAS

HARRIS COUNTY

NO. 1456557

THE STATE OF TEXAS
COUNTY OF HARRIS

RIGHT OF WAY EASEMENT

NOV--9-71 792811 D 456557 LST A PD

0.00

KNOW ALL MEN BY THESE PRESENTS:

EASMT
D D

THAT I/We, GWENDOLYN D. PINGREY, W. J. DWYER and WILLIAM G. DWYER,
Trustees of the C. A. Dwyer 1962 Trust,

RECORDER'S MEMORANDUM:
Portions of This Instrument Were Inked or
Blocked Out At The Time of Recording.

136-28-0808

hereinafter known as Grantor (whether one or more), of the County of Harris

State of Texas, for and in consideration of the sum of Ten Dollars

(\$10.00) and other good and valuable considerations-----DOLLARS

cash to Grantor in hand paid by the Harris County Flood Control District, the receipt and sufficiency of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said Harris County Flood Control District, a Body Politic and Corporate, hereinafter known as District, its successors and assigns, a perpetual easement and right-of-way for drainage and flood control as a part of Harris County Flood Control Unit P 145-03-00 such easement and right-of-way being more particularly described as follows:

An undivided 1/3 interest in and to a tract of land situated in the County of Harris, State of Texas, being part of the CHRIS WALTERS SURVEY, Abstract No. 868; and being part of a 485 acre tract of land out of a 4037.25 acre tract of land conveyed to J. N. Taub by Bassett Blakely by deed of record in Volume 298 at Page 165 of the Deed Records of Harris County; and being more particularly described as Parcel "A" and Parcel "B" as follows:

PARCEL "A":

BEGINNING at an angle iron marking the most northeasterly corner of said 485 acre tract of land and also being the southeast corner of the residue of a 50 acre tract of land conveyed to Robert Mathis by H. E. Glameyer, Jr. by deed of record in Volume 1294 at Page 737 of the Deed Records of Harris County;

THENCE South 31° 47' East, 915.84 feet to the southwest corner of a 30 foot roadway easement conveyed to Spring Independent School District by Ben Taub, et al, by deed of record in Volume 8234 at Page 547 of the Deed Records of Harris County;

THENCE North 58° 09' East, 60.00 feet along South line of said roadway to a point;

THENCE departing from said south line South 31° 47' East, 4,411.46 feet, more or less, to a point in the Westerly line of a 50 foot drainage easement conveyed to the Harris County Flood Control District by Ben Taub, et al, by deed of record in Volume 2444 at Page 322 of the Deed Records of Harris County;

THENCE South 08° 47' East, 307.12 feet, more or less, along said West easement line to a point;

THENCE departing from said West easement line North 31° 47' West, 5,610.00 feet, more or less, to the POINT OF BEGINNING, containing 601,292 square feet (13.80 acres), more or less.

1971 NOV 9 AM 9 34

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

PARCEL "B":

BEING a strip of land 30 feet in width over and across a portion of a 485 acre tract of land out of a 4,037.25 acre tract of land conveyed to J. N. Taub by Bassett Blakeley by deed of record in Volume 298 at Page 165 of the Deed Records of Harris County; the above mentioned 30 foot strip of land being measured 15 feet at right angles from and on both sides of the following described centerline:

FROM the south line of a 30 foot roadway easement conveyed to Spring Independent School District by Ben Taub, et al, by deed of record in Volume 8234 at Page 547 of the Deed Records of Harris County, and the East line of Parcel "A" as described above South 31° 47' East, 2,416 feet, more or less, to the POINT OF BEGINNING;

THENCE in a Southeasterly direction along a proposed centerline to a point in the centerline of an existing drainage ditch, said point also being the location of an 84-inch outfall into said ditch from the East, containing 25,050 square feet (0.575 acre), more or less.

DESCRIPTION APPROVED
FLOOD CONTROL DIST.
BY CAC DATE 8/2/71

The easement and right-of-way described in Parcel "B" above is conveyed by Grantor to the District for flood control and drainage purposes only. It is therefore agreed that if, in the event the drainage facility to be located therein shall be replaced by means of an underground conduit, or becomes part of an internal drainage system, then the easement granted in said Parcel "B" above shall automatically and without any re-entry or other act by Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns, of said Grantor.

The easement and right-of-way described in Parcel "A" above is also conveyed by Grantor to the District for flood control and drainage purposes only, with the expectation that the District will initially construct a drainage ditch thereon approximately 55 feet to 60 feet in width at ground level, and that the District will ultimately enlarge the ditch to an average width of 85 feet to 90 feet at ground level. It is therefore agreed that if the District does not within one year from date construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, then the easement granted in Parcel "A" above shall automatically, and without any re-entry or other act by

Grantor, terminate and vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor. It is further agreed that if the District does, within one year from date, construct such a ditch on Parcel "A", but does not within two years from date enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the easement granted in Parcel "A" shall automatically, and without any re-entry or other act by Grantor, terminate as to a strip of land 15 feet in width along the southwesterly boundary of Parcel "A" and a strip of land 15 feet in width along that portion of the north-easterly boundary of Parcel "A" which lies southeasterly of the Spring Independent School District 50.298 acre tract described in Volume 8161 at Page 543 of the Harris County Deed Records, and as to the terminated portions shall vest in Grantor and the heirs, legatees, devisees, executors, administrators and/or assigns of Grantor, so that thereafter the District's easement in Parcel "A" will be 45 feet in width as to the portion thereof adjacent to the said school tract and 90 feet in width throughout the balance of Parcel "A". It is further agreed that if the District does, within one year from date, construct on Parcel "A" a drainage ditch approximately 55 feet to 60 feet in width at ground level, and does, within two years from date, enlarge such ditch to an average width of 85 feet to 90 feet at ground level, then the District's easement in Parcel "A" shall be of the full width hereinabove described, that is to say, 60 feet in width as to the portion thereof adjacent to the said school tract and 120 feet in width throughout the balance of Parcel "A". For purposes of measuring the width of the ditch constructed by the District, there shall be included both the portion thereof constructed on Parcel "A" and the portion thereof constructed along the southwesterly boundary of the said school tract.

136-28-0810

136-28-0811

TO HAVE AND TO HOLD the above described easement and right-of-way, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress and regress, unto the said District, its successors and assigns, forever; and Grantor does hereby bind themselves, their heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The District may widen, straighten, clear and improve waterways and ditches located upon the above described premises, may excavate and dispose of soil, and may bring upon said described premises and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

Grantor reserves all oil, gas and other minerals in, on or under said premises, but waives all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall prohibit or in any manner restrict the right of Grantor to develop the premises for oil and gas, by directional drilling from a nearby site; provided, however, that nothing contained herein shall ever legally authorize Grantor, their heirs, executors, administrators, successors or assigns, to remove sand, soil, gravel or stone from said easement above described without the prior written consent and approval of the District; and provided further that no rights or privileges of Grantor in the above described property are to be used by Grantor which would interfere with or abridge the rights granted herein to said District.

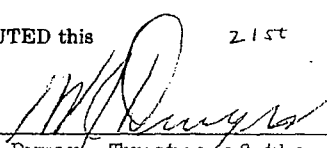
The District shall have the right to cut and dispose of all trees, brush or other natural growth within the easement area necessary in the operation of the equipment doing the work.

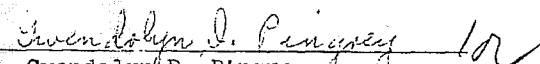
The District shall replace or re-establish such fences as it may disturb.

The Grantor herein reserves the right to Grantor, their successors, heirs, devisees and/or assigns, to cross the property herein conveyed with any and all roads, lines, mains, bridges and other facilities and structures for all public or private transportation and/or utility purposes, or to grant to others these same rights; provided, however, that the plans for such items shall be submitted to and approved by the Harris County Flood Control District prior to start of construction of such items, so that the District may be certain that such items create no impediment or obstruction in the waterway.

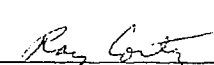
It is expressly understood and agreed (1) that the warranty of title contained herein is limited to claims arising by, through or under Grantor and does not extend further, and (2) that the easement and right-of-way herein granted is subject to recorded mineral leases, recorded unitization agreements and other agreements between Grantor (or Grantor's predecessors in title) and the mineral lessees, recorded pipeline easements, and easements for existing roadways and pipelines, to the extent but only to the extent any of the same are presently valid and enforceable encumbrances against the property.

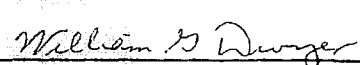
EXECUTED this 21st day of June, 1971.


W. J. Dwyer, Trustee of the
C.A. Dwyer 1962 Trust


Gwendolyn D. Pingrey,
Trustee of the C.A. Dwyer 1962
Trust

APPROVED:
Form & Execution


Assistant County Attorney


WILLIAM G. DWYER, Trustee of
the C. A. Dwyer 1962 Trust

PLEASE RETURN TO:
Harris County Flood Control District
8615 North Main
Houston, Texas

855-02-0559

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Gwendolyn D. Pingrey,

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, and in the
capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of June, A.D. 19 71.

(L. S.)

Bladys m. Scott
Notary Public in and for Harris County, Texas

136-28-0812

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
W. J. DWYER

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, and in the capacity
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of June, A.D. 19 71.

(L. S.)

Bladys m. Scott
Notary Public in and for Harris County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, }

County of _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____, his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____, wife of the said _____,

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19 _____

(L. S.) _____

Notary Public in and for _____ County, Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }

County of _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ of _____

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 19 _____

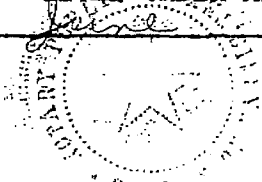
(L. S.) _____

Notary Public in and for _____ County, Texas

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM G. DWYER, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of June, A. D. 1971.



Shelby M. Scott
Notary Public in and for
Harris County, Texas

136-28-0813

136-28-0814

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

NOV 9 1971



Pete Carrington
COUNTY CLERK
HARRIS COUNTY, TEXAS

1268

COPY

EXHIBIT B

12/16/97 100633545 S775703

\$0.00

ORDER AUTHORIZING ABANDONMENT OF A CERTAIN HARRIS COUNTY FLOOD CONTROL DISTRICT EASEMENT ON UNIT P145-03-00, TRACT 02-503.0, IN HARRIS COUNTY, TEXAS, KEY MAP 332 S; PRECINCT FOUR

On this 9th day of December, 1997, at a regular meeting of the Commissioners' Court of Harris County, Texas, sitting as the governing body of the Harris County Flood Control District, came on to be heard the matter of the abandonment of a Harris County Flood Control District easement conveyed to the Harris County Flood Control District by the below-named grantors by the below-referenced instruments. The easement is identified in the instruments as "Parcel B".

Grantor	Clerk's File No.	Film Code No.
Ben Taub et al	D456554	136-28-0792
Rosa Taub Kahn	D456555	136-38-0798
Mildred Powell McCall	D456556	136-28-0803
Gwendolyn D. Pingrey et al	D456557	136-28-0808

After due consideration, the Court found that the above-described easement is not needed by the Harris County Flood Control District for drainage or flood control purposes, and that the public interest would be better served if the above-described easement were abandoned.

NOW, THEREFORE, upon motion of Commissioner Eversole, seconded by Commissioner Antine, duly put and carried, it is ORDERED, ADJUDGED, and DECREED by the Court that the above-described easement be, and it is hereby, abandoned.

FILED FOR RECORD
8:00 AM

DEC 16 1997

Beverly B. Kaufman
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

Presented to Commissioners' Court

DEC 16 1997

DEC 09 1997



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

APPROVE _____
Recorded Vol _____ Page _____

A CERTIFIED COPY

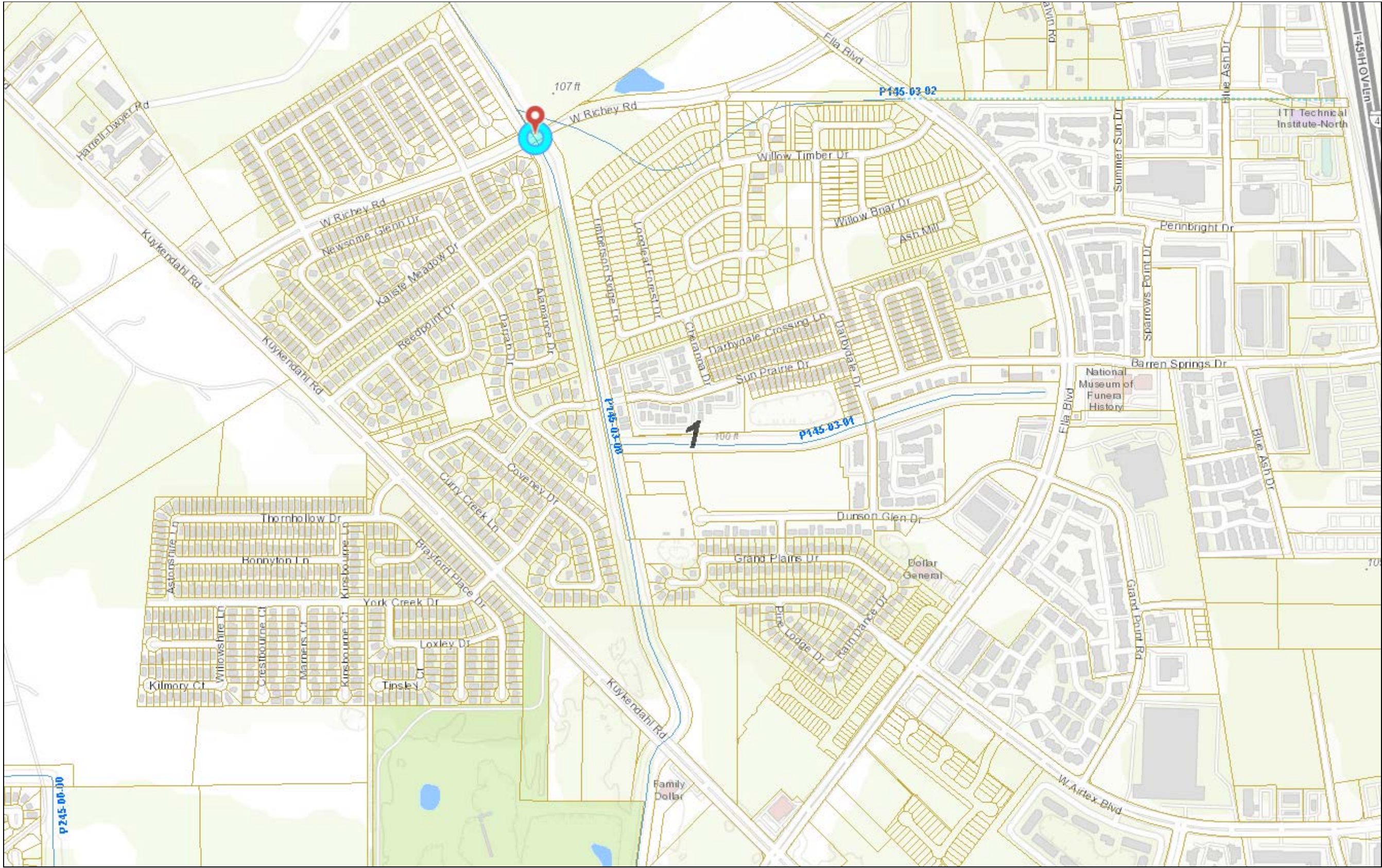
ATTEST: DEC 09 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

PLEASE RETURN TO:
Harris County Flood Control District
9900 Northwest Freeway, Suite 220
Houston, Texas 77092

Attn. Anne Sipes

Wanda P. Wilson Deputy

Location of Unit P145-03-00 Easements



Legend

- Precinct Boundary
- Precinct Boundary (Outline)
- 1
- PAS Base Layers
- Parcels - Harris County Labels
- Parcels - Harris County
- Hydro
- Channel System
- OPEN
- STORM SEWER
- Bodies of Water
- Body of Water
- Jurisdictions
- Harris County Boundary
- World Basemap
- Citations

0 250 500
ft



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