

## **PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (this "Agreement") is made and entered into by and between **COUNTY OF HARRIS**, a body corporate and politic under the laws of the State of Texas ("Seller"), and the **CITY OF HOUSTON, TEXAS**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas ("Purchaser"). Seller and Purchaser shall sometimes hereinafter collectively be referred to as the "**Parties**" and each as a "**Party**."

### **AGREEMENT:**

Seller and Purchaser hereby agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) and subject to terms and conditions herein set forth, a tract or parcel of land designated as:

a 0.5780 of an acre (25,175 square feet) tract of land, located in the James P. Keating Survey, Abstract No. 503, and James B. Murphy Survey, Abstract No. 581, City of Houston, Harris County, Texas 77009, said parcel being further depicted and described by metes and bounds on attached **Exhibit "A"** and being made a part of this Agreement. *[Subject to change upon receipt of final survey]*

together with all improvements thereon, all rights and interests appurtenant thereto (the "Property"). All of the Property shall be conveyed to Purchaser at Closing (as hereinafter defined) subject to all matters of record still in effect in reference to the Property, and free and clear of all liens, claims, and encumbrances whatsoever, except for the Permitted Encumbrances, if any (as hereinafter defined).

2. **Purchase Price.** The price for which Seller agrees to sell and convey the Property to Purchaser, and which Purchaser agrees to pay to Seller, subject to the terms hereof ("Purchase Price"), is ONE HUNDRED TWENTY-SIX THOUSAND, FOUR HUNDRED FIFTY-FIVE AND NO/100 (**\$126,455.00**).

Purchaser shall pay the Purchase Price to Seller in immediately available funds on the Closing Date (as hereinafter defined), subject to any adjustments provided for in this Agreement.

3. **Seller's Representations, Warranties and Covenants.** Seller hereby represents and warrants to Purchaser that:

a. Seller will have as of the Closing Date good and indefeasible title in fee simple to the Property, subject only to any valid matters of record still in effect in reference to the Property and the Permitted Encumbrances, if any, and free and clear of all liens;

b. As of the Closing Date, there will be no leases, franchises, licenses, occupancy agreements, or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Property, or any prepaid rents or deposits, security or otherwise, made by tenants, other than have been disclosed in writing to Purchaser;

c. There are no, and as of the Closing Date, there will be no actions, suits, claims, assessments, or proceedings pending or, to the actual knowledge of

Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property;

d. Seller shall use good faith efforts to promptly notify, in writing, Purchaser of any material change with respect to the Property or with respect to any information heretofore or hereafter obtained by Seller respecting the Property;

e. From the date hereof until the Closing Date, Seller shall:

(i) maintain and operate the Property in a good and business-like manner in accordance with good and prudent business practices, and not commit or consent to be committed any waste to the Property;

(ii) not enter into any agreement or instrument or take any action that would constitute an encumbrance of the Property, that would bind Purchaser or the Property after the Closing Date, or that would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Purchaser; and

(iii) afford Purchaser and its representatives the continuing right to inspect and perform tests on the Property at reasonable hours and upon reasonable notice, and provide for inspection to Purchaser any and all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Property, subject to Section 5 and applicable terms and conditions set forth herein;

f. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or by the Closing Date will be) paid by Seller;

g. Seller has full right, power and authority to execute, deliver, and perform this Agreement, subject to approval of this Agreement by the Harris County, Texas Commissioners Court, the signature of the County Judge on this Agreement, but otherwise without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms;

h. Seller is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f) (3) and the regulations issued thereunder); and

i. Seller (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing their inability to pay their debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (vi) does not have any such petition described in (v) filed against Seller.

**4. Purchaser's Representations, Warranties, and Covenants.** Purchaser hereby represents and warrants to, and covenants with, Seller that Purchaser has full right, power, and authority to execute, deliver, and perform this Agreement, subject to approval of this Agreement by the City Council of the City of Houston, Texas, the signature of the Mayor and the countersignature of the City Controller of the City of Houston, Texas, on this Agreement, but otherwise without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties (or if any such consents, approvals, or other actions are required, the same will be

accomplished prior to the expiration of the Feasibility Period). This Agreement, when executed and delivered by Seller and Purchaser, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

## **5. Feasibility Period.**

a. The Effective Date of this Agreement shall be the date that this Agreement is countersigned by the City Controller of the City of Houston, Texas (the "Effective Date"). Within thirty (**30**) days following the Effective Date, Purchaser shall deposit One-Hundred and No/100 Dollars (**\$100.00**) (the "Independent Consideration"), in escrow with Title Company (the "Title Company"). At Closing, the Independent Consideration shall be applied to the Purchase Price. In the event the Closing does not occur, for any reason, the Independent Consideration shall be nonrefundable to Purchaser and shall be paid to Seller.

b. Within ten (10) business days following the Effective Date, Seller shall provide the following items to Purchaser: (1) copies of all tax bills and government assessments relating to the Property for the past 3 years, if any; (2) copies of all documents, if any, indicating compliance or noncompliance with all governmental entities with jurisdiction of any sort over the Property if same are in Seller's possession; (3) any soil, engineering and environmental reports in Seller's possession and copies of any contracts not cancelable in thirty (30) days, if any. Buyer will review the Seller's environmental reports, if any, and may require additional independent third party testing at Buyer's sole expense.

c. Commencing on the Effective Date and ending at the expiration of up to one-hundred twenty (**120**) days thereafter (which time period may be shortened by Purchaser at its option), Purchaser shall have a period (the "Feasibility Period") during which Purchaser may examine the Property and conduct any and all such tests and studies as Purchaser may desire, including but not limited to environmental and asbestos testing, in order to determine if the Property is suitable for Purchaser's purposes. If Purchaser obtains an environmental site assessment during the Feasibility Period and the assessment indicates that additional testing should be performed to determine the extent of contamination, Purchaser may extend the Feasibility Period for up to thirty (30) days for such additional testing by providing written notice to Seller as set forth herein. During such period, Purchaser may obtain a survey (the "Survey"), a title commitment (the "Title Commitment"), and Phase I and Phase II environmental site assessments of the Property. At the end of the Feasibility Period, Purchaser shall notify Seller in writing if Purchaser desires to terminate this Agreement. If Purchaser does not so notify Seller, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms hereof.

d. In the event that Purchaser's environmental testing reveals the presence of any environmental contamination, including but not limited to the presence of asbestos, in levels requiring remediation, Purchaser shall notify Seller. Thereupon, either Seller or Purchaser may initiate good faith negotiations of the property value or terminate this Agreement, whereupon all moneys deposited by Purchaser, except the Independent Consideration, shall be refunded to Purchaser. Purchaser shall bear no liability for the environmental testing, other than to fulfil its obligation under its contract with the environmental consultant performing the test. In the event Seller and Purchaser enter into good faith negotiations, all deadlines in this agreement are suspended by thirty (30) calendar days to allow Seller and Purchaser to finalize the transaction.

e. Purchaser shall have until the end of the Feasibility Period to examine the items delivered pursuant to Sections 5(b), the Title Commitment and the

Survey, and to specify to Seller those items affecting the Property that Purchaser finds objectionable (the "Encumbrances"). Items shown in the Title Commitment or Survey and not objected to by Purchaser in its written objections within such period shall be deemed items that Purchaser will accept title subject to (the "Permitted Encumbrances"), and shall be identified on Exhibit "B" of the Special Warranty Deed referred to in Section 8(b)(i). The Title Company shall deliver on the Closing Date an amended Title Commitment reflecting the cure of the Encumbrances. Any liens affecting the Property shall be Encumbrances, whether or not so specified in any notice by Purchaser, and Seller shall cause the same to be released at or prior to Closing.

f. If Seller fails or is unwilling to cause all of the Encumbrances to be removed or cured by the Closing Date, or if the Title Commitment or Survey indicates that Seller does not own indefeasible fee simple title to the Land, Purchaser shall have the following rights, as its sole and exclusive remedies:

(i) to terminate this Agreement by giving Seller written notice thereof, in which event the Earnest Money (as hereinafter defined), save and except the Independent Consideration, shall be returned to Purchaser, and neither Party shall have any further rights, duties, or obligations hereunder; or

(ii) to elect to waive the Encumbrances not so removed or cured and close the purchase and sale contemplated by this Agreement without any reduction in the Purchase Price in accordance with the remaining terms and provisions, whereupon the Encumbrances not so removed or cured shall become Permitted Encumbrances, to be treated in the manner provided herein for Permitted Encumbrances.

**6. As-Is, Where-Is.** Purchaser and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Purchaser and its representatives desire. Purchaser acknowledges and agrees that the Property is to be sold and accepted by Purchaser in an "as-is" condition, with all faults except for (a) Seller's representations, warranties and covenants set forth in Section 3, and (b) the warranty of title in the Special Warranty Deed referred to in Section 8(b)(i).

**7. Earnest Money.** Upon the expiration of the Feasibility Period, Purchaser shall deposit in escrow with the Title Company the amount of One-Thousand and No/100 Dollars (**\$1,000.00**) (the "Earnest Money"), which shall be held by the Title Company in an interest-bearing account as earnest money to bind the transaction contemplated hereby. Unless otherwise delivered to Seller or Purchaser pursuant to the terms hereof, the Earnest Money, together with all interest thereon, shall be credited to the Purchase Price at the Closing. The Title Company shall acknowledge receipt of the Earnest Money in writing.

**8. Closing.** The consummation by the Parties of the transaction contemplated by this Agreement is herein called the "Closing". Closing shall take place on or before the expiration of thirty (30) days after expiration of the Feasibility Period, with the exact time and date (the "Closing Date") of Closing to be specified in a written notice from Purchaser to Seller at least seven (7) business days in advance of such date. The time, date or location of Closing may be modified by written agreement of the Parties.

At the Closing, the following (which are mutually concurrent conditions) shall occur:

a. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller, through the Title Company:

(i) The balance due for the Purchase Price, adjusted as provided for herein, such amount to be paid in immediately available funds;

(ii) Evidence satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so; and

(iii) Such other instruments duly executed by Purchaser as are customarily executed in Harris County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company.

(iv) Purchaser shall pay, in addition to any other costs to be paid by Purchaser as provided elsewhere herein: (1) the Owner's Policy of Title Insurance premium for basic coverage; (2) the title insurance premium for area and boundary deletion, if required by Purchaser; (3) any costs of Purchaser's inspection, evaluation or remediation of the Property; (4) cost to record the Deed; and (5) Purchaser's own attorneys' fees.

b. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser, through the Title Company, the following:

(i) A Special Warranty Deed in form and substance substantially equivalent to the form shown on **Exhibit "B"** attached hereto and incorporated herein, fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title in and to the Land and any Improvements thereon, subject only any valid matters of record still in effect in reference to the Property and to the Permitted Encumbrances, which shall be set forth in an exhibit thereto and attached prior to recordation of such instrument;

(ii) Evidence satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so;

(iii) An executed and acknowledged affidavit that Seller is not a "foreign person" as described in Section 3.i. herein;

(iv) A certificate, executed and sworn to by Seller, confirming that there are no unpaid bills, claims, debts, or liens relating to the Property arising through or under Seller as of the Closing Date except with respect to specified bills, claims, debts, or liens;

(v) Such other instruments duly executed by Seller as are customarily executed in Harris County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles or interests in and to the Property.

(vi) Seller shall pay, in addition to any other costs to be paid by Seller as provided elsewhere herein: Seller's own attorneys' fees.

Any escrow fees and delivery fees charged by the Title Company, and any other routine closing fees, shall be paid by Seller. All normal and customarily proratable items, including but not limited to rents, and utility bills, if any, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same up to such date and Purchaser being charged and credited for all of same on and after such date. If the

actual amounts to be prorated are not known at the Closing Date, the prorations shall be made on the basis of the best evidence available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Purchaser. The Parties hereby acknowledge that neither Seller nor Purchaser are subject to ad valorem taxes.

**9. Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the Party to be notified, postage prepaid and in registered or certified form, with return receipt requested, or by deposit with Federal Express for overnight delivery, or other reputable overnight courier, facsimile (with retained receipt) or email (with retained receipt). Notice given as aforesaid shall be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. Notice given in any other manner shall be effective only upon receipt by the Party to whom it is addressed. For purposes of notice, the addresses of the Parties shall be as follows:

If to Seller, to: Harris County Commissioners Court  
Attn: Commissioners Court Clerk  
1001 Preston 9<sup>th</sup> Floor  
Houston, Texas 77002

With Copy to: Harris County  
Attn: Real Property Division  
1111 Fannin, 7<sup>th</sup> Floor  
Houston, Texas 77002

If to Purchaser, to: City of Houston, Texas  
Houston Public Works  
Attention: Assistant Director, Real Estate Services  
611 Walker Street, 19<sup>th</sup> floor  
Houston, TX 77002

City Attorney  
900 Bagby Street, 4<sup>th</sup> Floor  
Houston, TX 77002

Either Party may change its address to another location in the continental United States, upon five (5) days prior written notice to the other given in the manner provided above.

**10.** Seller and Purchaser have not engaged a broker or agent in connection with the negotiation or execution of this Agreement. In the event any agent or broker shall make a claim against Seller and Purchaser for a commission or fee, the Party allegedly engaging, hiring or retaining such broker or agent shall be responsible for payment thereof.

**11. Assignment.** Neither Seller nor Purchaser may assign this Agreement or any right or interest hereunder without the prior written consent of the other Party, which will not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

## **12. Governing Law; Enforcement.**

a. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and is further subject to all terms and provisions of the Charter and Code of Ordinances of the City of Houston, Texas. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas.

b. Should any provision of this Agreement require judicial interpretation, Seller and Purchaser hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of any rule or conclusion that a document should be construed more strictly against the Party who prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.

c. Purchaser's Attorney or its designee (the "City Attorney") shall have the right to enforce all legal rights and obligations under this Agreement without further authorization from other City officials, and Seller covenants to provide the City Attorney with all documents and records that the City Attorney reasonably deems necessary to assist in determining Seller's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

## **13. Remedies.**

a. If Purchaser fails or is unable to perform its obligations pursuant to this Agreement for any reason other than Purchaser's termination hereof pursuant to a right granted to Purchaser in this Agreement to do so, or breach by Seller of their representations, warranties or agreements hereunder, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither Party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and interest thereon to Seller as liquidated damages (and not as penalty) for the breach by Purchaser (Seller and Purchaser hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Purchaser would be difficult or impossible to accurately ascertain).

b. If Seller fails or is unable to perform any of its obligations or agreements hereunder, either prior to or at Closing, or if any of Seller's representations or warranties made hereunder, or any of the information furnished by Seller pursuant hereto, should be either false or misleading in any material respect, Purchaser shall have the right and option, as its sole and exclusive remedies, to:

(i) terminate this Agreement by giving Seller written notice thereof, in which event neither Party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and all interest thereon, save and except the Independent Consideration to be delivered to Seller, to Purchaser; or

(ii) enforce specific performance of the obligations of Seller to convey the Property to Purchaser pursuant to the terms hereof and to perform its other obligations hereunder, provided that, in the event that Purchaser seeks specific performance, an action seeking such remedy must be filed within six (6) months of Seller's default or alleged default, or the same shall be deemed barred and Purchaser's sole remedy shall be as set forth in (i) above.

**14. Damage or Taking Prior to Closing.** Prior to Closing, risk of loss with regard to the Property shall be borne by Seller. If, prior to Closing, the Property, or any portion thereof, is materially damaged or becomes subject to a taking (other than by the Purchaser) by virtue of eminent domain, Purchaser shall have the option, which must be exercised by it within fifteen (15) business days (and the Closing will be automatically extended, if necessary, to provide Purchaser with such 15-business day period) after its receipt of written notice from Seller advising of such damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing. If Purchaser elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease, and the Earnest Money and any interest thereon, save and except the Independent Consideration to be delivered to Seller, shall be returned to Purchaser. If Purchaser elects to proceed with the Closing, all rights, duties, obligations and liabilities created hereunder shall continue, and as legally applicable (a) Purchaser shall be entitled to any and all insurance proceeds or condemnation awards payable as a result of such damage or taking, and (b) Sellers shall assign to Purchaser at Closing all of Seller's rights to such proceeds or awards.

**15. Entire Agreement.** This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification thereof or subsequent agreement relative to the subject matter hereof shall be binding on either Party unless in writing and signed by both Parties.

**16. Exhibits.** Attached hereto and incorporated herein by this reference for all purposes are the following exhibits:

Exhibit "A"	LEGAL DESCRIPTION OF THE PROPERTY
Exhibit "B"	SPECIAL WARRANTY DEED

**17. Confidentiality.** Seller and Purchaser agree to use their best efforts to keep confidential price, terms, condition, and all other information that is a part of this transaction. Seller and Purchaser agree that they will disclose such matters only to such third parties as may be necessary to carry out usual and customary activities related to the transaction. Notwithstanding the foregoing, both Parties acknowledge that the terms of this transaction may become known to the public when the matter is considered by the Houston City Council and the Harris County Commissioners Court, or pursuant to a request under the Texas Public Information Act.

**18. Miscellaneous.**

a. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

b. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

c. The obligations of the Agreement that cannot be performed before termination of this Agreement, or before Closing, will survive termination of this Agreement or Closing, and the legal doctrine of merger will not apply to these matters. However, if there is any express conflict between the closing documents provided pursuant to Section 8 hereinabove and this Agreement, the closing documents will control.

d. Time is of the essence in this Agreement.



e. If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

f. Following the execution of this Agreement by Purchaser through its Mayor and countersigned by the City of Houston Controller, the Assistant Director, General Services Department, City of Houston, Texas or his designee, shall have the authority to act on the behalf of Purchaser in making extensions to the Closing Date or to make other modifications to this Agreement for the purposes of enabling the achievement of the Purchaser's objectives to acquire the Property from Seller.

**19. Signature Authority.** The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

***[Execution pages follow]***

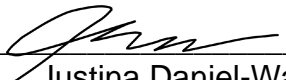
**EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS**, each of which shall be an original, which together shall constitute but one and the same instrument, effective as of the date of countersignature by Purchaser's City Controller.

SELLER:

**COUNTY OF HARRIS**, a body corporate and politic under the laws of the State of Texas

\_\_\_\_\_  
Lina Hidalgo, County Judge

APPROVED AS TO FORM:  
CHRISTIAN D. MENELEE  
Harris County Attorney

By:   
Justina Daniel-Wariya  
Assistant County Attorney  
CAO File No.: 22RPD0213

**THE STATE OF TEXAS    §**

**COUNTY OF HARRIS       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Lina Hidalgo, as County Judge of Harris County, Texas and as the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of the Commissioners Court of Harris County, Texas, as the governing body of Harris County.

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

**(Notary Seal)**

PURCHASER:

CITY OF HOUSTON, TEXAS

ATTEST:



Pat Jefferson-Daniel  
City Secretary



Sylvester Turner  
Mayor

Ammanda Washington  
3-22-2023

APPROVED AND RECOMMENDED:



Carol Ellinger Haddock, P.E.  
Director, Houston Public Works

COUNTERSIGNED

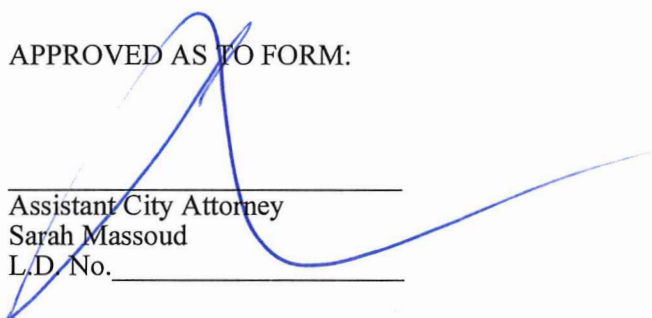


Chris B. Brown

Countersignature Date:

03-24-23

APPROVED AS TO FORM:



Assistant City Attorney  
Sarah Massoud  
L.D. No. \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

## WELL SITE

FIELD NOTES FOR 0.5780 OF ONE ACRE (25,175 SQUARE FEET) OF LAND BEING OUT OF CERTAIN TRACT OF LAND CONVEYED TO HARRIS COUNTY, AS RECORDED IN FILE NO. 20140410170 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (O.P.R.R.P.H.C.), LOCATED IN THE JAMES P. KEATING SURVEY, ABSTRACT NO. 503 AND JAMES B. MURPHY SURVEY, ABSTRACT NO. 581, HARRIS COUNTY, TEXAS: (Bearing orientation is based on the Texas Coordinate System, South Central Zone No. 4202, NAD 83. Grid values may be converted to surface values by applying a combined scale factor of 0.9998779320.)

**COMMENCING** at a 1-inch iron pipe (N = 13,793,821.19, E = 3,082,443.07) found in the north line of Restricted Reserve "A", Southwest Crossing Section Two, as recorded in Volume 317, Page 63 of the Harris County Map Records (H.C.M.R.) and in the east right-of-way line of Hillcroft Avenue [width varies per Volume 785, Page 407, Volume 7542, Page 453 and Volume 7542, Page 466, Harris County Deed Records (H.C.D.R.) and Harris County Clerk's File No. D724834] for the southwest corner of said Harris County tract and a lease agreement to United Gas Pipe Line Company, as recorded in Volume 918, Page 641 of the Harris County Contract Records (H.C.C.R.);

**THENCE** North 02° 34' 47" West, along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract and said United Gas Pipe Line Company lease tract, a distance of 100.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" (N = 13,793,921.08, E = 3,082,438.57) set for the **POINT OF BEGINNING** and the most northerly southwest corner of the herein described parcel;

**THENCE** North 02° 34' 47" West, continuing along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 48.46 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described parcel;

**THENCE** North 88° 02' 27" East, a distance of 210.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northeast corner of the herein described parcel;

**THENCE** South 02° 34' 47" East, parallel to and 210.00 feet east of the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 148.46 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the north line of Block 1 of said Southwest Crossing Section Two for the southeast corner of the herein described parcel;

**THENCE** South 88° 02' 27" West, along the north line of said Block 1 and the south line of said Harris County tract, a distance of 150.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of said United Gas Pipe Line Company lease tract and the most southerly southwest corner of the herein described parcel;

**THENCE** North 02° 34' 47" West, along the west line of said United Gas Pipe Line Company lease tract and parallel to and 60.00 feet east of the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 100.00 feet to a 60D nail set for the northeast corner of said United Gas Pipe Line Company lease tract and an ell corner of the herein described parcel;

PARCEL NO	JY22-003
PROJ NO	S-000100-0028-3
DWG NO	12919R

**THENCE** South 88° 02' 27" West, along the north line of said United Gas Pipe Line Company lease tract, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.5780 of one acre (25,175 square feet) of land.

Paul P. Kwan 11/17/2022

Paul P. Kwan

Texas Registered Professional Land Surveyor No. 4313, TBPLS Firm No. 10019100

This metes and bounds description is accompanied by a separate plat.

Landtech, Inc. - 2525 North Loop West, Suite 300, Houston, TX 77008

Phone: 713-861-7068

S:\2021\2120034\DCRP\WELL SITE.DOC

Project 2120034.02 - Drawing No. 581-C-



PARCEL NO	JY22-003
PROJ NO	S-000100-0028-3
DWG NO	12919R

CHECKED [Signature]  
DATE 2/25/22  
APPROVED [Signature]

**EXHIBIT B**  
SPECIAL WARRANTY DEED

**SPECIAL 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   §

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS     §

That **COUNTY OF HARRIS**, a body corporate and politic under the laws of the State of Texas ("Grantor"), for and in consideration of the sum of One Hundred Twenty-Six Thousand Four Hundred Fifty-Five and No/100 Dollars (\$126,455.00) and other good and valuable consideration, to it in hand paid by **CITY OF HOUSTON, TEXAS**, a municipal corporation and home rule city organized under the laws of the State of Texas ("Grantee"), having an address at P.O. Box 1562, Houston, Texas 77251, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the exceptions, liens, encumbrances, terms and provisions to conveyance and warranty hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property ("Land") being further described as 0.5780 of one acre of land located in the James P. Keating Survey, Abstract No. 503, and the James B. Murphy Survey, Abstract No. 581, situated in Harris County, Texas, being more particularly depicted and described by metes and bounds on Exhibit A, which is attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all buildings and improvements located thereon, and any easements or rights-of-way in, on, under, or to the Land (all of the foregoing properties, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements, and interests being hereinafter referred to as the "Property").

This conveyance is made and accepted subject and subordinate to all matters of record still in effect in reference to the Property, if any (the "Permitted Encumbrances"), but only to the extent that they affect or relate to the Property.



TO HAVE AND TO HOLD the Property, subject to all matters of record still in effect in reference to the Property and the Permitted Encumbrances, unto Grantee, its heirs, executors, legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, executors, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the reservations from and exceptions to conveyance and warranty contained herein, by, through or under Grantor, but not otherwise.


***REMAINDER OF PAGE INTENTIONALLY BLANK  
EXECUTION PAGES FOLLOW***

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date set forth below, and is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**  
**Harris County, a body corporate and politic under the laws of the State of Texas**

By: \_\_\_\_\_  
**Lina Hidalgo, County Judge**

APPROVED AS TO FORM:  
Christian D. Menefee  
Harris County Attorney

By:  \_\_\_\_\_  
Justina Daniel-Wariya  
Assistant County Attorney  
CAO File No. 22RPD0213

Grantor's Address:  
9900 Northwest Freeway  
Houston, Texas 77092

#### ACKNOWLEDGMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Lina Hidalgo**, as **County Judge** of the **County of Harris** and as the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as the governing body of Harris County, Texas.

\_\_\_\_\_  
Notary Public

Approved as to Form:

Assistant City Attorney

L.D. No.

After recording please return to:

Exhibit A

Property

## Exhibit A

January 17, 2022  
PARCEL JY22-003  
Page 1 of 2

### WELL SITE

FIELD NOTES FOR 0.5780 OF ONE ACRE (25,175 SQUARE FEET) OF LAND BEING OUT OF CERTAIN TRACT OF LAND CONVEYED TO HARRIS COUNTY, AS RECORDED IN FILE NO. 20140410170 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (O.P.R.R.P.H.C.), LOCATED IN THE JAMES P. KEATING SURVEY, ABSTRACT NO. 503 AND JAMES B. MURPHY SURVEY, ABSTRACT NO. 581, HARRIS COUNTY, TEXAS: (Bearing orientation is based on the Texas Coordinate System, South Central Zone No. 4202, NAD 83. Grid values may be converted to surface values by applying a combined scale factor of 0.9998779320.)

**COMMENCING** at a 1-inch iron pipe (N = 13,793,821.19, E = 3,082,443.07) found in the north line of Restricted Reserve "A", Southwest Crossing Section Two, as recorded in Volume 317, Page 63 of the Harris County Map Records (H.C.M.R.) and in the east right-of-way line of Hillcroft Avenue [width varies per Volume 785, Page 407, Volume 7542, Page 453 and Volume 7542, Page 466, Harris County Deed Records (H.C.D.R.) and Harris County Clerk's File No. D724834] for the southwest corner of said Harris County tract and a lease agreement to United Gas Pipe Line Company, as recorded in Volume 918, Page 641 of the Harris County Contract Records (H.C.C.R.);

**THENCE** North 02° 34' 47" West, along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract and said United Gas Pipe Line Company lease tract, a distance of 100.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" (N = 13,793,921.08, E = 3,082,438.57) set for the **POINT OF BEGINNING** and the most northerly southwest corner of the herein described parcel;

**THENCE** North 02° 34' 47" West, continuing along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 48.46 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described parcel;

**THENCE** North 88° 02' 27" East, a distance of 210.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northeast corner of the herein described parcel;

**THENCE** South 02° 34' 47" East, parallel to and 210.00 feet east of the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 148.46 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the north line of Block 1 of said Southwest Crossing Section Two for the southeast corner of the herein described parcel;

**THENCE** South 88° 02' 27" West, along the north line of said Block 1 and the south line of said Harris County tract, a distance of 150.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of said United Gas Pipe Line Company lease tract and the most southerly southwest corner of the herein described parcel;

**THENCE** North 02° 34' 47" West, along the west line of said United Gas Pipe Line Company lease tract and parallel to and 60.00 feet east of the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 100.00 feet to a 60D nail set for the northeast corner of said United Gas Pipe Line Company lease tract and an ell corner of the herein described parcel;

PARCEL NO	JY22-003
PROJ NO	S-000100-0028-3
DWG NO	12919R

**THENCE** South 88° 02' 27" West, along the north line of said United Gas Pipe Line Company lease tract, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.5780 of one acre (25,175 square feet) of land.

Paul P. Kwan 1/17/2022

Paul P. Kwan

Texas Registered Professional Land Surveyor No. 4313, TBPLS Firm No. 10019100

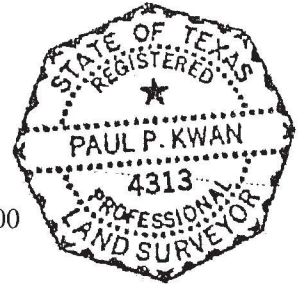
This metes and bounds description is accompanied by a separate plat.

Landtech, Inc. - 2525 North Loop West, Suite 300, Houston, TX 77008

Phone: 713-861-7068

S:\2021\2120034\DCRP\WELL SITE.DOC

Project 2120034.02 - Drawing No. 581-C-



PARCEL NO	JY22-003
PROJ NO	S-000100-0028-3
DWG NO	12919R

CHECKED [Signature]  
DATE 2/25/22  
APPROVED [Signature]

**PERMANENT ACCESS EASEMENT**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

**GRANTOR:**               **COUNTY OF HARRIS**, a body corporate and politic under the laws of the State of Texas

**GRANTOR'S MAILING ADDRESS:**

9900 Northwest Freeway, Houston, Texas 77092

**GRANTEE:**               **CITY OF HOUSTON, TEXAS**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas

**GRANTEE'S MAILING ADDRESS:**

P.O. Box 1562, Houston, Texas 77251

**CONSIDERATION:**     Fifteen Thousand Three Hundred Sixty and No/100 (\$15,360.00)

**EASEMENT  
PROPERTY:**           A permanent and perpetual easement for access purposes for the benefit of Grantee, its successors, and assigns (the "Easement"), over, across, along, under and upon a parcel of land being 0.0690 of one acre of land out of the James P. Keating Survey, Abstract No. 503, and James B. Murphy Survey, Abstract No. 581, in Harris County, Texas, being more particularly depicted and described by metes and bounds in **EXHIBIT "A"** attached hereto and made a part hereof (the "Property"), and noted as **Parcel No. AY22-086**.

**BENEFITTED  
PROPERTY:**           0.5780 acres of land located in the James P. Keating Survey, Abstract No. 503, and the James B. Murphy Survey, Abstract No. 581, in Harris County, Texas, being more particularly depicted and described by metes and bounds in EXHIBIT "B" (the "Dominant Estate").

This conveyance of Easement is made subject to all restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations of record, if any, in the Official Public Records of Harris County, Texas, but only to the extent that the same are valid and subsisting and affect the Property.

Grantee shall have such access over, across, along, under and upon the Property, and may enter upon such Property to engage in such activities as may be necessary, requisite, convenient or appropriate in connection with Grantee's use of the Easement for the purposes for which the Easement is granted, and the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easement is granted.

Grantee shall restore the Property to its prior condition following completion of construction (except that permitted improvements may remain) and remove any mechanic liens resulting therefrom. Grantor retains the ability to use and improve the Property and construct improvements therein, in a manner which is consistent with Grantor's public purposes and that does not impair the proposed access or Grantee's use and enjoyment of the Easement.

Grantee shall also have a right of entry and temporary construction easement over the lands of Grantor which are adjacent to the Property as reasonably necessary for construction access and other construction activities, both during the Grantee's initial installation of improvements in the Easement and for the maintenance, repair or replacement thereof.

Grantee shall be responsible for the repair and maintenance of the Grantee's improvements in the Easement. All matters concerning or relating to the design, operation, maintenance, configuration and the construction of any improvement or related facility permitted under the terms of this easement shall be at sole discretion of Grantee.

Grantor, for the Consideration, grants, sells and conveys to Grantee the Easement in and to the Property, together with, all and singular, the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Easement in and to the Property to Grantee and Grantee's successors or assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the exceptions to conveyance and warranty set forth above, by, through or under Grantor, but not otherwise.

TO HAVE AND TO HOLD the Easement in and to the Property for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns forever.

**THIS EASEMENT IS NOT VALID UNLESS COUNTERSIGNED BY THE CITY OF HOUSTON.**

*[Remainder intentionally left blank; signature pages to follow]*



**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

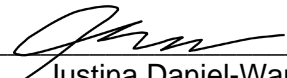
**GRANTOR:**

**COUNTY OF HARRIS**, a body corporate and politic  
under the laws of the State of Texas

**By:** \_\_\_\_\_  
Lina Hidalgo, County Judge

**APPROVED AS TO FORM:**

CHRISTIAN D. MENELEE  
Harris County Attorney

**By:**  \_\_\_\_\_  
Justina Daniel-Wariya  
Assistant County Attorney  
CAO File No.: 22RPD0213

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Lina Hidalgo, as County Judge of the County of Harris and the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as the governing body of **Harris County, Texas**.

\_\_\_\_\_  
Notary Public

ACCEPTED this 24th day of March, 2023

**GRANTEE:**  
**CITY OF HOUSTON, TEXAS**, a municipal corporation situated  
in Harris, Fort Bend and Montgomery Counties, Texas

By: [Signature]  
Name: \_\_\_\_\_  
Title: Mayor

APPROVED AS TO FORM:

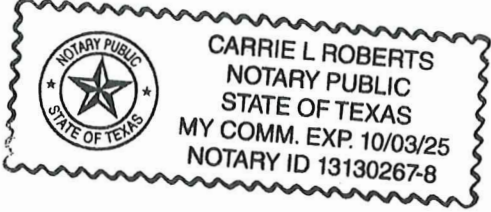
[Signature]  
Assistant City Attorney  
Sarah Massoud  
PARCEL AY22-086  
LTS # 26654  
LD-RE-0000000387

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 24th day of March, 2023  
by Sylvester Turner, as \_\_\_\_\_  
on behalf of the **City of Houston**, a municipal corporation situated in Harris, Fort Bend and  
Montgomery Counties, Texas.

[Signature]  
Notary Public



**EXHIBIT "A"**

## 30 FOOT ACCESS EASEMENT

FIELD NOTES FOR 0.0690 OF ONE ACRE (3,000 SQUARE FEET) OF LAND BEING OUT OF CERTAIN TRACT OF LAND CONVEYED TO HARRIS COUNTY, AS RECORDED IN FILE NO. 20140410170 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (O.P.R.R.P.H.C.), LOCATED IN THE JAMES P. KEATING SURVEY, ABSTRACT NO. 503 AND JAMES B. MURPHY SURVEY, ABSTRACT NO. 581, HARRIS COUNTY, TEXAS: (Bearing orientation is based on the Texas Coordinate System, South Central Zone No. 4202, NAD 83. Grid values may be converted to surface values by applying a combined scale factor of 0.9998779320.)

**COMMENCING** at a 1-inch iron pipe (N = 13,793,821.19, E = 3,082,443.07) found in the north line of Restricted Reserve "A", Southwest Crossing Section Two, as recorded in Volume 317, Page 63 of the Harris County Map Records (H.C.M.R.) and in the east right-of-way line of Hillcroft Avenue [width varies per Volume 785, Page 407, Volume 7542, Page 453 and Volume 7542, Page 466, Harris County Deed Records (H.C.D.R.) and Harris County Clerk's File No. D724834] for the southwest corner of said Harris County tract and a lease agreement to United Gas Pipe Line Company, as recorded in Volume 918, Page 641 of the Harris County Contract Records (H.C.C.R.);

**THENCE** North 02° 34' 47" West, along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract and said United Gas Pipe Line Company lease tract, a distance of 148.46 feet to a 3/8-inch iron rod with cap stamped "Landtech" (N = 13,793,969.48, E = 3,082,436.38) set for the **POINT OF BEGINNING** and the southwest corner of the herein described easement;

**THENCE** North 02° 34' 47" West, continuing along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 30.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described easement;

**THENCE** North 88° 02' 27" East, a distance of 100.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northeast corner of the herein described easement;

**THENCE** South 02° 34' 47" East, parallel to and 100.00 feet east of the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 30.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of the herein described easement;

**THENCE** South 88° 02' 27" West, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.0690 of one acre (3,000 square feet) of land.

*Paul P. Kwan* 1/17/2022

Paul P. Kwan

Texas Registered Professional Land Surveyor No. 4313, TBPLS Firm No. 10019100

This metes and bounds description is accompanied by a separate plat.

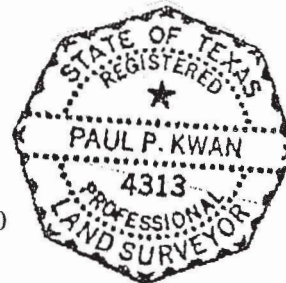
Landtech, Inc. - 2525 North Loop West, Suite 300, Houston, TX 77008

Phone: 713-861-7068

S:\2021\2120034\DCRP\30FT ACCESS EASEMENT.DOC

Project 2120034.02 - Drawing No. 581-C-

CHECKED *[Signature]*  
DATE 2/25/22  
APPROVED *[Signature]*



PARCEL NO	AY22-086
PROJ NO	S-000100-0028-3
DWG NO	12919R

**EXHIBIT "B"**

## WELL SITE

FIELD NOTES FOR 0.5780 OF ONE ACRE (25,175 SQUARE FEET) OF LAND BEING OUT OF CERTAIN TRACT OF LAND CONVEYED TO HARRIS COUNTY, AS RECORDED IN FILE NO. 20140410170 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (O.P.R.R.P.H.C.), LOCATED IN THE JAMES P. KEATING SURVEY, ABSTRACT NO. 503 AND JAMES B. MURPHY SURVEY, ABSTRACT NO. 581, HARRIS COUNTY, TEXAS: (Bearing orientation is based on the Texas Coordinate System, South Central Zone No. 4202, NAD 83. Grid values may be converted to surface values by applying a combined scale factor of 0.9998779320.)

**COMMENCING** at a 1-inch iron pipe (N = 13,793,821.19, E = 3,082,443.07) found in the north line of Restricted Reserve "A", Southwest Crossing Section Two, as recorded in Volume 317, Page 63 of the Harris County Map Records (H.C.M.R.) and in the east right-of-way line of Hillcroft Avenue [width varies per Volume 785, Page 407, Volume 7542, Page 453 and Volume 7542, Page 466, Harris County Deed Records (H.C.D.R.) and Harris County Clerk's File No. D724834] for the southwest corner of said Harris County tract and a lease agreement to United Gas Pipe Line Company, as recorded in Volume 918, Page 641 of the Harris County Contract Records (H.C.C.R.);

**THENCE** North 02° 34' 47" West, along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract and said United Gas Pipe Line Company lease tract, a distance of 100.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" (N = 13,793,921.08, E = 3,082,438.57) set for the **POINT OF BEGINNING** and the most northerly southwest corner of the herein described parcel;

**THENCE** North 02° 34' 47" West, continuing along the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 48.46 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northwest corner of the herein described parcel;

**THENCE** North 88° 02' 27" East, a distance of 210.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the northeast corner of the herein described parcel;

**THENCE** South 02° 34' 47" East, parallel to and 210.00 feet east of the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 148.46 feet to a 3/8-inch iron rod with cap stamped "Landtech" set in the north line of Block 1 of said Southwest Crossing Section Two for the southeast corner of the herein described parcel;

**THENCE** South 88° 02' 27" West, along the north line of said Block 1 and the south line of said Harris County tract, a distance of 150.00 feet to a 3/8-inch iron rod with cap stamped "Landtech" set for the southeast corner of said United Gas Pipe Line Company lease tract and the most southerly southwest corner of the herein described parcel;

**THENCE** North 02° 34' 47" West, along the west line of said United Gas Pipe Line Company lease tract and parallel to and 60.00 feet east of the east right-of-way line of said Hillcroft Avenue and the west line of said Harris County tract, a distance of 100.00 feet to a 60D nail set for the northeast corner of said United Gas Pipe Line Company least tract and an ell corner of the herein described parcel;

PARCEL NO	JY22-003
PROJ NO	S-000100-0028-3
DWG NO	12919R



**THENCE** South 88° 02' 27" West, along the north line of said United Gas Pipe Line Company lease tract, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.5780 of one acre (25,175 square feet) of land.

*Paul P. Kwan* 1/17/2022

Paul P. Kwan

Texas Registered Professional Land Surveyor No. 4313, TBPLS Firm No. 10019100

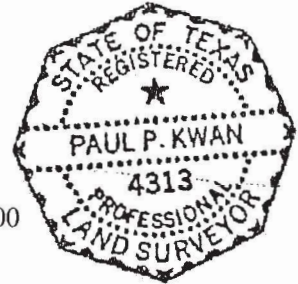
This metes and bounds description is accompanied by a separate plat.

Landtech, Inc. - 2525 North Loop West, Suite 300, Houston, TX 77008

Phone: 713-861-7068

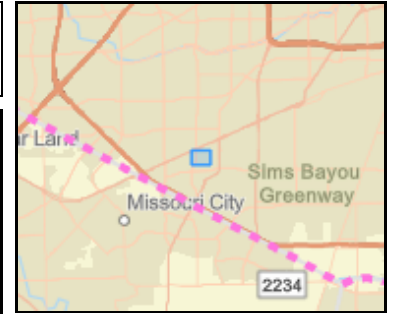
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Project 2120034.02 - Drawing No. 581-C-




PARCEL NO	JY22-003
PROJ NO	S-000100-0028-3
DWG NO	12919R

CHECKED *[Signature]*  
DATE 2/25/22  
APPROVED *[Signature]*



### Legend

- Commissioner Pcts 2021
- Commissioner Precincts 2021
-  Pct 1

0 500 1000 ft

4514



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes