

FIELD NOTES

FIELD NOTES OF 5.6510 ACRES OF LAND OUT OF THE ABRAHAM ROBERTS SURVEY, ABSTRACT 63 IN HARRIS COUNTY, TEXAS AND BEING A PART OF A 83.5558 ACRE TRACT AS DESCRIBED IN TRACT 2 AS RECORDED IN VOLUME 4387, PAGE 515 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS AND BEING A PART OF THE SAME 83.5558 ACRE TRACT AS CONVEYED TO HENNESSEE HOMES, INC. AND FILED FOR RECORD ON SEPTEMBER 16, 1991 IN THE HARRIS COUNTY CLERK'S FILE NO. N323025 IN THE DEED RECORDS OF HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch steel pin found on the south margin of Bauer Road southeast corner of the said 83.5558 acre Hennessee Homes, Inc. tract, thence North 00° 51' 12" West for 82.28 feet to a 1/2 steel pin on the east fence line of the said 83.5558 acre Hennessee Homes, Inc. tract and the north margin of said Bauer Road, thence with the east fence line of the 83.5558 acre Hennessee Homes, Inc. tract and the east margin of an existing 60 foot wide Access Easement as described in the Harris County Clerk's File No. 335848 in the Deed Records of Harris County, Texas, for the following calls: North 00° 51' 12" West for 766.46 feet to a 1/2 inch steel pin, North 01° 06' 31" West for 152.77 feet to a 1/2 steel pin, North 01° 06' 31" West for 366.31 feet to a 1/2 inch steel pin, North 00° 58' 40 " West for 406.19 feet to a 1/2 inch steel pin for the northeast corner of a 30 acre tract, North 00° 58' 40" West 568.23 feet to a 1/2 inch steel pin found for the northeast corner of the 10 acre Jerry Allen Phelps, Jr. and wife Denise Louise Phelps tract and the northeast corner of a 60 foot wide Access Easement for the POINT OF BEGINNING;

THENCE with the north line of the said 10 acre Jerry Allen Phelps tract, South 89° 16' 09" West, at 30.00 pass the center line of a 60 foot wide Access Easement, at 60.00 feet pass a 1/2 inch steel pin found for the west margin of the existing 60 foot wide Access Easement for a total distance of 772.66 feet to a 1/2 inch steel pin found on the west fence line of the said 83.5558 acre Hennessee Homes, Inc. tract for the northwest corner of the said 10.00 acre Jerry Allen Phelps tract and the southwest corner of this tract;

THENCE with the west fence line of the said 83.5558 acre Hennessee Homes, Inc. tract for the following calls:

North 02° 43' 11" West for 55.74 feet to a 1/2 inch steel pin;

North 03° 10' 01" West for 260.84 feet to a  $\frac{1}{2}$  inch steel pin set for the northwest corner of this tract;

THENCE, North 89° 16' 09" East, at 445.80 feet pass a  $\frac{1}{2}$  inch steel pin set for the west margin of the said 60 foot wide Access Easement, at 506.68 feet pass a  $\frac{1}{2}$  inch steel pin set on the east margin of the said 60 foot wide Access Easement for a total distance of 778.98 feet to a  $\frac{1}{2}$  inch steel pin set in the east fence line of the said 83.5558 acre Hennessee Homes, Inc. tract for the northeast corner of this tract;

THENCE with the east fence line of the said 83.5558 acre tract and the east line of this tract for the following calls:

South 29° 05' 05" East for 11.35 feet to a  $\frac{1}{2}$  steel pin;  
South 00° 58' 40" East, at 248.19 feet pass a  $\frac{1}{2}$  inch steel pin set on the east margin of the said 60 wide access Easement and for a total distance of 306.32 feet to the POINT OF BEGINNING.

#### 60 FOOT WIDE ACCESS EASEMENT

BEGINNING at a  $\frac{1}{2}$  inch steel pin found on the east fence line of the said 83.5558 acre Hennessee Homes, Inc. tract for the southeast corner of this 5.6510 acre tract and the northeast corner of the 10.00 acre Jerry Allen Phelps, Jr. and wife, Denise Louise Phelps tract and said corner being the southeast corner of an existing 60 foot wide Access Easement for the Point of Beginning;

THENCE with the north line of the 10.00 acre Jerry Allen Phelps, Jr. tract, South 89° 16' 09" West, at 30.00 feet pass the center line of this Access Easement and a total of 60.00 feet to a  $\frac{1}{2}$  inch steel pin found for the southwest corner of the 60 foot wide existing Access Easement;

THENCE with the west margin of the existing Access Easement for the following calls:

North 00° 58' 40" West for 21.88 feet to a  $\frac{1}{2}$  inch steel pin set;  
North 62° 53' 43" West for 285.12 feet to a  $\frac{1}{2}$  inch steel pin set;  
North 10° 27' 49" West for 163.66 feet to a  $\frac{1}{2}$  inch steel pin set on the north line of this 5.6510 acre tract for the northwest corner of this Access Easement;

THENCE with the north line of this tract, North 89° 16' 09" East, at 30.44 feet pass the center line of this 60 foot wide Access Easement for a total distance of 60.88 feet to a  $\frac{1}{2}$  inch steel pin set on the east margin of the existing 60 foot wide Access Easement for the northeast corner of this Access Easement;

THENCE with the east margin of the existing 60 foot wide Access Easement for the following calls:

South 10° 27' 49" East for 123.82 feet to a  $\frac{1}{2}$  inch steel pin set;

South 62° 53' 41" East for 291.56 feet to a  $\frac{1}{2}$  inch steel pin set on the east fence line of the said 83.5558 acre Hennessee Homes, Inc. tract and the east margin of the existing 60 foot wide Access Easement;

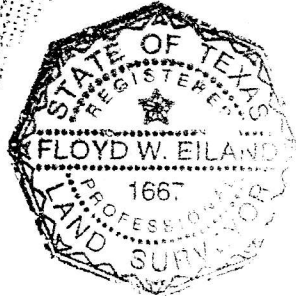
THENCE with the east fence line of the 83.5558 acre Hennessee Homes, Inc. tract and the east margin of the existing 60 foot wide Access Easement, South 00° 58' 40" East for 58.13 feet to the Point of Beginning;

As surveyed on the ground September 13, 1993.  
Revised December 19, 1993.

Re: Vet. Land Board #141138  
Robert H. Sharp  
Job#93I13-10

*Floyd W. Eiland*

Floyd W. Eiland  
Reg. Professional  
Land Surveyor  
Texas No. 1667



Job WA63313  
Map 4370B  
S/C CYPRESS  
SMC/s 3@6 01/08/96

VLB ACCOUNT 378-141138

GRANT OF EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans' Land Act)

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STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS }

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans' Land Board hereby grants to Houston Lighting & Power Company, whose principal address is P. O. Box 1700 Houston, Texas 77251, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: an electric distribution line, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from Hennessee Homes, Inc. to the Veterans' Land Board and filed of record under County Clerk's File P821226 and Film Code 095-76-3811 of the Official Public Records of Real Property of Harris County, Texas, to which reference is made for a full and complete description. Said right-of-way being described, to-wit:

The easements herein granted are described as follows:

1. An unobstructed aerial easement ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, the location of which is shown by the crosshatched area on Sketch No. 95-905B, hereto attached and made a part hereof.
2. An easement sixty (60) feet wide on, over, under, and across that portion of land, the location of which is shown by the double crosshatched area on said attached sketch.

Job WA63313  
Map 4370B  
S/C CYPRESS  
SMC/s 3@6 01/08/96

(2) Said right-of-way for said line is \_\_\_\_\_ rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans' Land Board at Austin, Texas, in consideration of the right of way, the sum of \$\_\_\_\_\_. Such amount is to be applied to the credit of the grantor's account; provided that if said amount is not paid within \_\_\_\_\_ months according to law to the Veterans' Land Board such amount will be paid to the fund designated by law.

*Leave Blanks alone will complete 10/2/96*

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans' Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same

Job WA63313  
Map 4370B  
S/C CYPRESS  
SMC/s 3@6 01/08/96

size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans' Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans' Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property

Job WA63313  
Map 4370B  
S/C CYPRESS  
SMC/s 3@6 01/08/96

belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

None

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans' Land Board executed his approval hereon.

Job WA63313  
Map 4370B  
S/C CYPRESS  
SMC/s 3@6 01/08/96

\_\_\_\_\_  
(Veteran-Purchaser) Robert H. Sharp

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
CHAIRMAN VETERANS' LAND BOARD  
OF THE STATE OF TEXAS

ACKNOWLEDGEMENT

STATE OF TEXAS        }

COUNTY OF                }

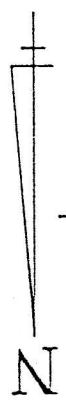
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by Robert H. Sharp.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
(Name typed or printed)

Commission Expires: \_\_\_\_\_





Match Line  
Sketch No. 95-905A

Jerry Allen Phelps, Jr., et ux.  
F.C.170-47-3881  
P456480  
Tract 1  
10.00 Acres

Veterans Land Board  
of the State of Texas  
F.C.095-76-3811  
P821226

Contract of Sale  
Robert H. Sharp  
F.C.500-91-2369  
R045434  
5.6510 Acres

60' Access Easement  
F.C.095-62-3329  
P804752  
6.8165 Acres

Veterans Land Board  
of the State of Texas  
F.C.095-76-3829  
P821227

Contract of Sale  
Gregory Dana Sharp  
F.C.500-98-2544  
R053200  
5.4705 Acres

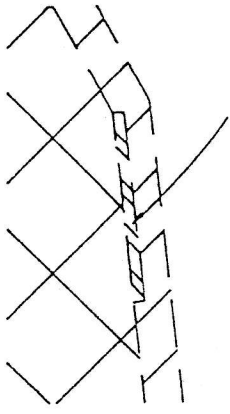
See Detail "A"

10' Aerial Easement

Greg Sharp and  
Darlene Sharp  
F.C.094-76-3763  
P797944  
10.8788 Acres

Sketch No. 95-905C  
Match Line

3' X 50' Guy Easement



Detail "A"

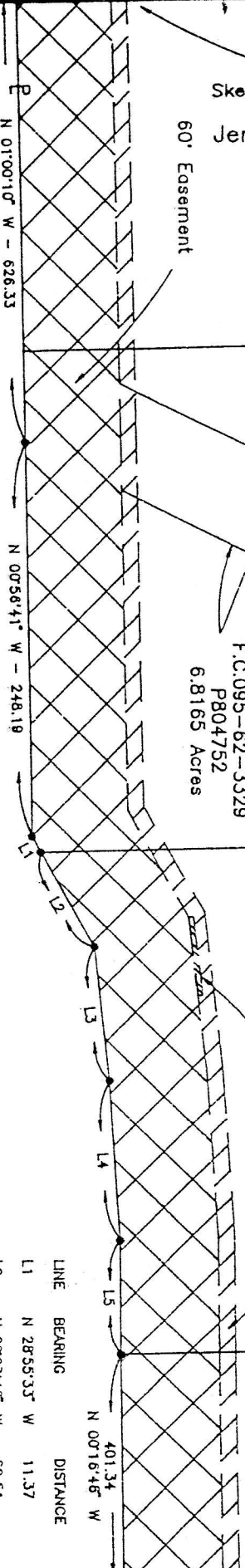
Note: See Sketch No.95-905C  
For Bearing Basis

**LEGEND**

- = Call & Fnd. 1/2" I.R.
- Unless Otherwise Noted.



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

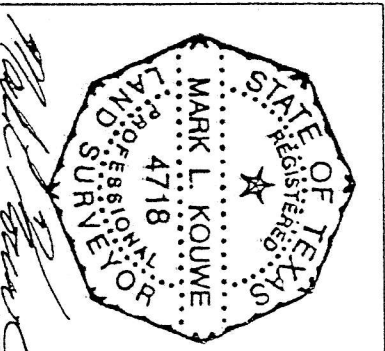


F.C.061-63-0684  
K775114  
214.3337 Acres

Ref. F.C.116-24-0767  
D1035536

LINE	BEARING	DISTANCE
L1	N 28°55'35" W	11.37
L2	N 28°03'46" W	69.51
L3	N 06°16'01" W	84.57
L4	N 03°47'04" W	101.19
L5	N 00°21'46" W	72.00

# Abraham Roberts League A - 63



REV.1:JOB NO.	BY:	DATE:	REV.2:JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 01-03-96		HOUSTON LIGHTING & POWER CO.		
COUNTY: HARRIS	DRAWN BY: T.J.S.		SURVEYING & MAPPING DIVISION		
DATE: 01-02-96	MAP NO: 4370-B2		FILE NO. - BOOK: 7 DISK: 371		
SCALE: 1" = 100'	JOB NO: WA 63313		SKETCH NO. 95-905B		