

# COMMISSIONERS COURT MINUTES

5 12-18-72 - 12-18-73

FORT BEND COUNTY

FRONT

FRONT

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 18th day of December, A. D. 1972, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Johnnie Pustka,      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner PRect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Regular Session of December 11th, 1972, were approved.

RE: CHILD WELFARE-CHRISTMAS GIFTS FOR FOSTER CHILDREN

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved to pay \$204.00 for Christmas Gifts for foster children through Child Welfare Board for the year 1972.

RE: ACCEPTANCE OF STREETS-THE MEADOWS, SECTION I

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court agreed to accept streets in The Meadows, Section I into the County Road System, as follows:

Oxford Glen Lane: 440 feet of concrete paving from Scottsdale Drive to Brighton Lane

Ainsworth Drive: 150 feet of Concrete paving from Scottsdale Drive north to Shell Pipeline Easement.

Kirkwood Road: 1390 feet of concrete paving from 110 feet south of Brook Meadows Lane to 380 feet north of Scottsdale Drive.

Dorrance Lane: 3375 feet of concrete paving from U. S. Highway 59 to Kirkwood Road.

Scottsdale Drive: 1940 feet of concrete paving from Bloomington Lane to Kirkwood Road.

Scottsdale Court: 150 feet of concrete paving.

Bloomington Lane: 940 feet of concrete paving from Scottsdale Drive to 97.93 feet south of Brook Meadows Lane.

Brighton Lane: 1600 feet of concrete paving from Bloomington Lane to kirkwood Road.

Brook Meadows: 1370 feet of concrete paving from Bloomington Lane to Kirkwood Road.

RE: PASS RESOLUTION-GRANTING EXEMPTION OF \$3,000.00 OF THE ASSESSED VALUE OF RESIDENCE HOMESTEADS OF PERSONS 65 YEARS OF AGE OR OLDER FROM ALL AD VALOREM TAXES

On Motion of Commissioner Paul R. Wenzel, Jr. seconded by Commissioner Johnnie Pustka, and duly passed, the Court passed a resolution granting exemption of \$3,000.00 of the assessed value of residence homesteads of persons sixty-five (65) years of age or older who qualify from all ad valorem taxes thereafter levied by the political subdivision, effective January 1, 1973.

RE: CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES, WITH JACK McCREARY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner, J. M. Davis, and duly passed, the Court agreed to hold up the signing of Contract for the Collection of Delinquent Taxes, with Jack McCreary, Attorney from Austin, Texas for tentative investigation by the County Attorney.

RE: ACCEPT BIDS FOR DUMP TRUCKS FOR PRECINCT #3 and PRECINCT #4

On Motion of Commissioner J. M. Davis, and seconded by Commissioner Ed. H. Helwig,

and duly passed, the court accepted the bids of Stafford International, Inc. for Precinct #3, in the amounts of \$5,570.00, \$5,670.00 and \$5,470.00 with trade in and 1 Dump Truck for Precinct #4 in the amount of \$6,020.00 without trade in.

RE: ACCEPT LOW FIRM BID OF GULF OIL CORPORATION FOR DIESEL FUEL AND GASOLINE FOR PRECINCTS 1, 2 & 4, DRAINAGE DISTRICT & SHERIFF'S DEPARTMENT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the low firm bid of Gulf Oil Corporation for Diesel Fuel at 13.40¢ per gallon and Gasoline at 16.50¢ + Tax per gallon for Precincts 1, 2, & 4, Drainage District and Sheriff's Department.

RE: ORDER PASSING COUNTY WIDE RABIES CONTROL LAW

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court passed the following Order on the County Wide Rabies Control Law for Fort Bend County, as follows:

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On this the 4th. day of December, 1972 and after due consideration given to evidence presented at a public hearing on November 27, 1972 the Court hereby declares all this county to be in danger of a rabies epizootic in the animal population thereof and that in order to prevent the introduction or spread<sup>a</sup> thereof, which would be menace to the health and safety of the people of all the county, the court hereby promulgates and establishes the following regulations in accordance with Articles 2372m V.A.T.S.:

(1) that the county health officer or his delegate be and is hereby authorized to enforce a rabies quarantine in this county, should in the opinion of the county health officer the need arise, and cause the removal or disposition of animals which may endanger the health and public safety, in the manner at said county health officer or his delegate, deems appropriate under the circumstances<sup>in</sup> each case.

(2) This article does hereby require every dog in the county to have on it's body a tag furnished by a duly licensed veterinarian showing that anti-rabies vaccine has been given to such dog and that the tag bearing the number and fact of such vaccination shall be securely fastened to a collar or harness worn by such dog. Such evidence of vaccination shall be good for one year from the date of such vaccination and the owner of such dog shall be required to renew the vaccination and present new evidence thereof shown by such tag each year.

(3) the court hereby requires a current anti-rabies vaccination of all dogs in this county by the time they reach six months of age. With a vaccine approved by the U.S.D.A. to help prevent the spread of rabies in the animal population, since the existence of a rabies epizootic would be a menace to the health and safety of the people of the county. Evidence of the current vaccination certified by a licensed veterinarian shall be carried on the tag required to be fastened to the collar or harness of the dog.

(4) this court does hereby declare any dog untagged as re-

quired by this court, that is not restrained by the owner within this county to be a public nuisance and hereby requires any such animal to be detained or impounded by any person or persons designated by this court. The owner of such impounded and boarded animal should be charged a sum of \$2.00 per day for the impoundment and board during the retention and if any such animal is not claimed by its owner within 10 days after impoundment the county health officer or his delegate shall have the right to dispose of any such unclaimed animal in a reasonable manner and at the sole descretion of the said county health officer.

(5) it is hereby required all animals bites be reported to the county health officer or his delegate and such county health officer and his delegate is hereby authorized to quarantine any and all such biting animals for a minimum of ten days under the supervision of a licensed veterinarian if said biting animal is suspected of being rabied or being exposed to a possible rabied animal.

(6) the regulations shall not prevent or jeopardize any corporate municipality within the county to establish more stringent rules and regulations to prevent the introduction and spread of rabies in the animals within their corporate limits and such ordinances established by said corporate municipalities shall supercede this order within the municipalities so that dual enforcement will not occur.

(7) any owner who fails to vaccinate and comply with the herein above orders of this court shall be guilty of a misdemeanor and shall upon conviction be punished by a fine not exceeding \$50.00 for the first offense; by a fine not exceeding \$100.00 for the second offense; and by a fine not exceeding \$200.00 or imprisonment in the county jail not to exceed 60 days, or both such fine and imprisonment for each subsequent offense.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING IN PRECINCT # 3 to GENERAL TELEPHONE COMPANY OF THE SOUTHWEST:

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Application for and Permit granting telephone cable crossing to General Telephone Company of the Southwest on Fifth Street, in Precinct # 3, as follows:

APPLICATION FOR AND PERMIT  
GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS.

COMES NOW GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a telephone conduit system under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to place conduit as indicated on the attached plat and keep conduit in good condition at all times, and that it will, at petitioner's expense, make any changes in conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said conduit system.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 2nd day of November  
19 72.

E-016023

Stafford

M. G. Helms

Engineering Foreman  
By:

Attest: Secretary

PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 18th day of November 19 72,

on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a telephone conduit system - under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

E-016023 Stafford

BY: Josh Galt

County Judge

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_, in and for \_\_\_\_\_  
County, Texas, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 19\_\_\_\_.

(seal)

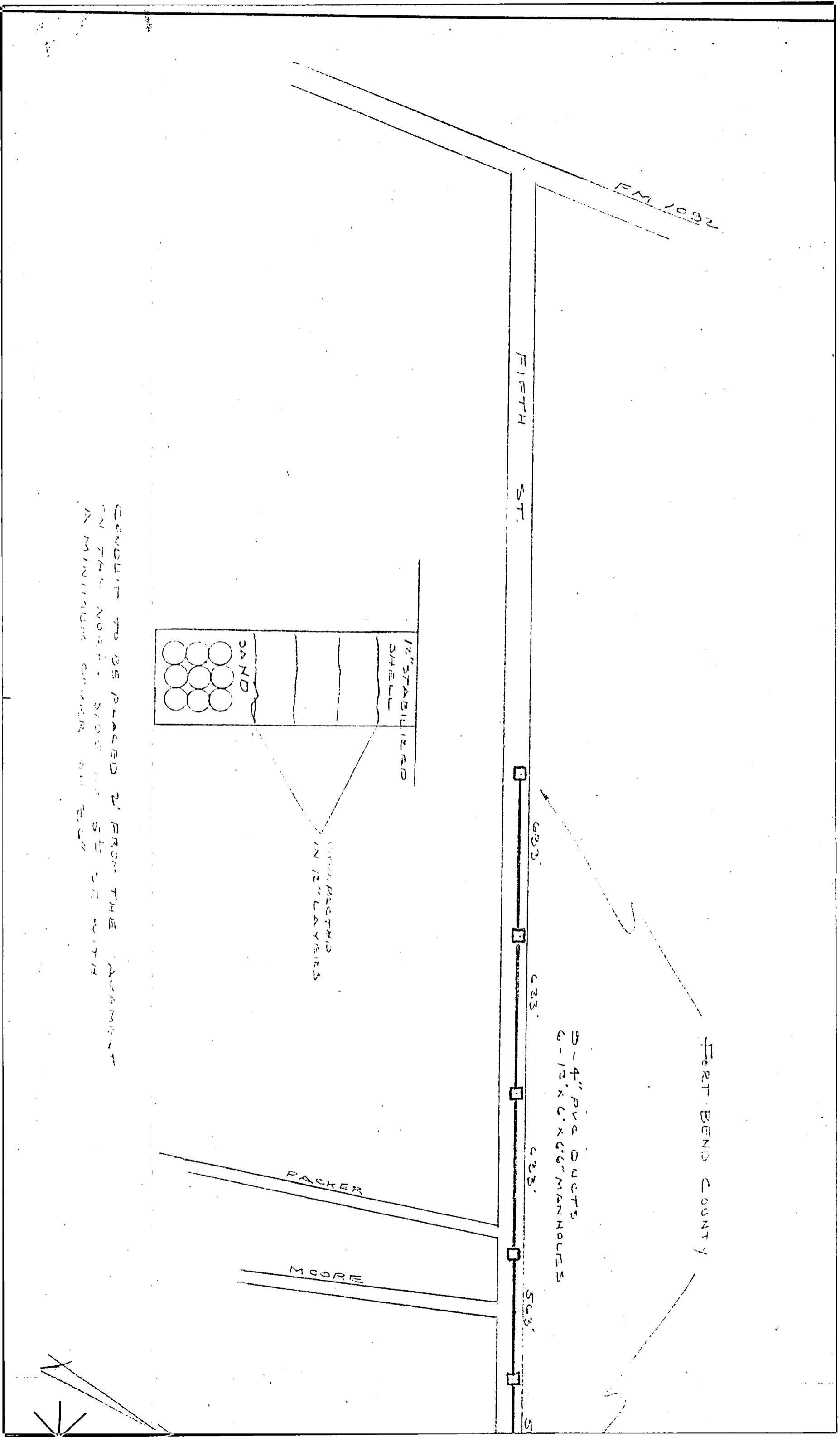
THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_, in and for \_\_\_\_\_  
County, Texas, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, wife of \_\_\_\_\_  
known to me to be the person whose name is subscribed to the afore-  
going instrument; and having been examined by me privily and apart  
from her husband, and having the same fully explained to her, she,  
the said \_\_\_\_\_ acknowledged such instru-  
ment 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 \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, A. D. 19\_\_\_\_.

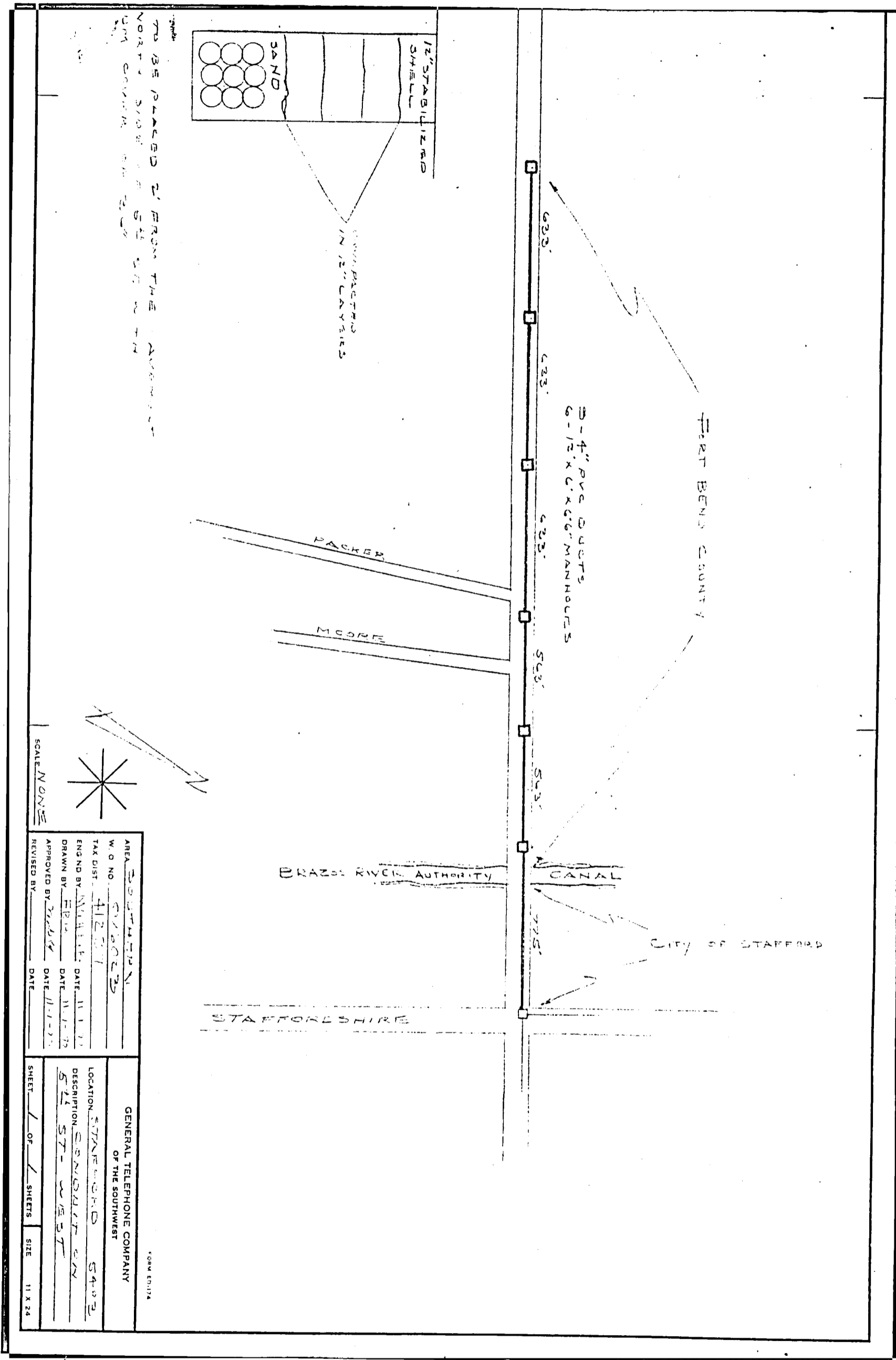
(seal)

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_, in and for \_\_\_\_\_  
County, Texas, 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 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 \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, A. D. 19\_\_\_\_.

(seal)

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TO BE PLACED 2' FROM THE ADJACENT  
PROPERTY LINE ON THE SOUTH  
AND 6' FROM THE 2' W.C.

SCALE NONE

|               |         |
|---------------|---------|
| AREA 50000000 |         |
| W.O. NO.      | 412501  |
| TAKEN BY      | 11-1-73 |
| ENGINEER      | 11-1-73 |
| DRAWN BY      | 11-1-73 |
| APPROVED BY   | 11-1-73 |
| REVISION      | DATE    |

|   |               |
|---|---------------|
| GENERAL TELEPHONE COMPANY<br>OF THE SOUTHWEST |               |
| LOCATION                                      | STAFFORDSHIRE |
| DESCRIPTION                                   | SEWERAGE      |
| DATE  | 11-1-73       |
| SHEET   | 1 OF 1 SHEETS |
| SIZE  | 11 X 24       |

There being no further business, the Court adjourned.

Josh Gato  
COUNTY JUDGE

ATTEST:

Ella Maeek  
(COUNTY CLERK)

REGULAR SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 8th day of January, A. D. 1973, the Commissioners Court of Fort Bend County, Texas met in Regular Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Johnnie Pustka,      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of December 18, 1972, were approved.

RE: EMPLOYMENT OF DEPUTIES IN COUNTY CLERK'S OFFICE

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the employment of Mrs. Clara F. Okruhlik and Mrs. Bonnie Sweatt as deputies in the County Clerk's office, effective January 1, 1973, at \$300.00 per month.

RE: PLAT OF MEADOW PARK SUBDIVISION APPROVED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Plat of Meadow Park Subdivision. Performance Bond in the amount of \$902.07 having been filed in the County Clerk's office.

RE: MEMBERSHIP DUES TO HOUSTON-GALVESTON AREA COUNCIL APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the bill for Membership dues to Houston-Galveston Area Council in the amount of \$1,046.28, from January 1, 1973, through December 31, 1973.

RE: APPOINTMENT OF DR. WALTER E. CULPEPPER AS COUNTY HEALTH OFFICER

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the appointment of Dr. Walter E. Culpepper as acting Health Director for Fort Bend County during the year of 1973.

RE: APPOINTMENT OF DEPUTIES FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the employment of the following Deputies for the Sheriff's Department:

George Clyde Ransom  
Harold Wade Srygler  
Dale Myers

as Jailers, effective January 1, 1973 at a salary of \$600.00 per month.

Johnnie Carl Rose,

Deputy Sheriff, effective January 16, 1973 at a salary of \$600.00 per month.

Virgie Faye Murphy,

Secretary, effective January 3, 1973, at a salary of \$325.00 per month.

RE: APPOINTMENT OF EMPLOYEES FOR THE FORT BEND COUNTY LIBRARY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court approved the employment of the following personal for the Fort Bend County Library.

Mrs. Tillie Oldage to replace Mrs. Lida Bond at \$15.00 per day, effective January 9, 1973.

Mrs. Mary Ann Kettler to replace Mrs. Francisca Villarreal at a salary of \$300.00 per month effective January 1, 1973.

Patsy McKinney, Student employee, at \$80¢ per hour on a 15 hour maximum basis, effective January 9, 1973.

RE: APPOINTMENT OF GRIEVANCE COMMITTEE FOR A PERIOD OF ONE YEAR

On motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved to appoint a Grievance Committee for a period of one year from January 1973 to January 1974, made up of the following members:

County Judge, Josh Gates, Chairman  
Sheriff R. L. Gaston  
Tax Assessor-Collector, Mrs. Betty Hanzelka  
County Treasurer, Miss Elizabeth Williams  
County Clerk, Miss Ella Macek  
District Ckerk, Mrs. Zora Dell Cole  
County Attorney, C. J. Dickerson

The following three members drawn from list of persons that served on the Grand Jury in the County during the preceding calendar year and are to serve for the period of 1 year, upon their acceptance to this Committee. The three members are as follows:

Fletcher L. Hardison  
Route 1, Box 151  
Beasley, Texas  
  
John Eixman  
Route 1, Box 161A  
Rosenberg, Texas  
  
K. G. McCann  
Box 15  
Fulshear, Texas

RE: APPROVAL OF OFFICAL BONDS

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the bonds of the following elected & appointed County and Precinct Officials, who have taken their oaths of Office and recorded in the Official Bond records in the County Clerk's office.

|                    |                                   |
|--------------------|-----------------------------------|
| Joyce Tompkins     | County Auditor                    |
| Johnny M. Davis    | County Commissioner Precinct # 3  |
| Betty J. Hanzelka  | County Tax Assessor and Collector |
| R. L. Gaston       | Sheriff                           |
| Johnnie P. Pustka  | County Commissioner Precinct #1   |
| Charles M. Harris  | Constable Precinct #1             |
| Wesley F. Oberhoff | Constable Precinct #2             |
| Julian C. Court    | Constable Precinct #3             |
| W. W. Dozier       | Constable Precinct #4             |
| Marvin J. Geick    | Justice of the Peace Precinct #2  |
| Charles Dickerson  | County Attorney                   |

RE : RE-APPOINTMENT OF VETERANS SERVICE OFFICER FOR THE YEARS 1973 and 1974

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court re-appointed Henry J. Kacal, VETERANS Service Officer for the years 1973 and 1974.

RE: APPROVING EMPLOYMENT OF AMBULANCE DRIVERS FOR THE FORT BEND AMBULANCE SERVICE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the employment of the following ambulance drivers for the Fort Bend County ambulance Service.

James Matlock and Gordon Carter at a salary of \$ 595.00 per month, effective January 1, 1973.

RE:APPROVE APPOINTMENT OF PROBATION OFFICE AND ASSISTANT PROBATION OFFICER

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed.H.Helwig, and duly passed, the Court the appointment of Alfred E. Dobson, Jr., Probation Officer and Marseillaise Hall as Assistant Probation Officer.

RE: WORKMEN'S COMPENSATION AND LIABILITY INSURANCE FOR FORT BEND COUNTY EMPLOYEES

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Workmen's Compensation and Liability Insurance, Policy Number 61-WH-202176, for employees of Fort Bend County, with Leo H.Daniels Insurance Agency, acting as agent of record, effective January 8, 1973.

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RE: PERSONAL LIABILITY INSURANCE FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka and duly passed, the Court approved the request by the Sheriff's Department to accept the Personal Liability Insurance, through the National Sheriff's Association.

RE: NOTICE TO DUDLEY J. LeBLANC ABOUT COUNTY PROPERTY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, Commissioner J. M. Davis, abstained, and duly passed, ther Court made a motion to give Dudley J. LeBlanc 30 days notice that the lease will be terminated on H<sup>0</sup>use and 80.495 acres tract of land owned by Fort Bend County.

RE: APPOINTMENT OF COUNTY AUDITOR AND ASSISTANTS APPROVED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, ther Court approved the appointments of Joyce Tompkins, as County Auditor, Mrs. Carrol Glynn Taylor, Mrs. Sidonia N. Parchman and Mrs. Phyllis S. Morris as Assistant Auditors, effective January 1, 1973, as follows:

STATE OF TEXAS

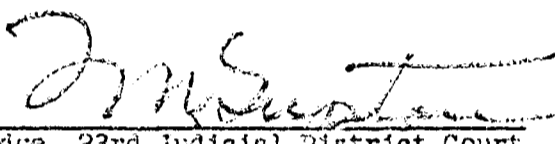
COUNTY OF FORT BEND

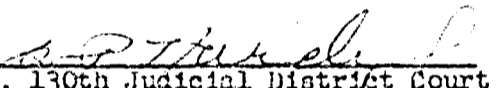
WHEREAS, heretofore under date of the 1st day of January, A.D., 1973, by order duly entered, Mrs. Joyce Tompkins was duly and legally appointed County Auditor of Fort Bend County, Texas;

WHEREAS, the provisions of Article 1945, Revised Civil Statutes of the State of Texas, provide that the District Judge or Judges making the appointment and having jurisdiction in the County shall fix and determine the annual salary of said County Auditor;

NOW, THEREFORE, We, T.M. Gupton, Judge of the 23rd Judicial District of the State of Texas, and G.P. Hardy, Jr., Judge of the 130th Judicial District of the State of Texas, acting herein under and by virtue of the provisions of Article 1645, Revised Civil Statutes of the State of Texas, have, and do hereby fix and determine the salary of Mrs. Joyce Tompkins, County Auditor of Fort Bend County, Texas, to be the same amount now paid or to be paid the Tax Assessor-Collector for said County for the year 1973, beginning with the 1st day of January, 1973. It is hereby ordered that this order be recorded in the minutes of the District Court of Fort Bend County, Texas, and that the Clerk of said Court shall certify same for observance to the Commissioners' Court of said County, which shall cause the same to be recorded in its Minutes, after said Commissioners' Court has, by order duly entered, given its approval and consent to the salary of said County Auditor as hereby fixed and determined.

GIVEN UNDER OUR HANDS THIS THE 1st day of January, 1973.

  
Judge, 23rd Judicial District Court

  
Judge, 130th Judicial District Court

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STATE OF TEXAS  
COUNTY OF FORT BEND

I, ZORA DELL COLE, District Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now in my possession and control.

WITNESSED my official hand and seal of office at Fort Bend County, Texas, this 3rd day of January, 1973.

ZORA DELL COLE  
District Clerk  
Fort Bend County, Texas

By Lucille Brown Deputy

STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, according to the last approved Tax Rolls of the County of Fort Bend, State of Texas, the said County of Fort Bend, has a tax valuation of more than Fifteen Million Dollars, and

WHEREAS, under Chapter 2 Article 1645, Revised Civil Statutes, it is our duty as Judges of the District Courts of Fort Bend County, Texas, to appoint an Auditor for said County "known as County Auditor", and

WHEREAS, Mrs. Joyce Tompkins, of Richmond, Fort Bend County, Texas, has presented to us her application for appointment as such, Auditor, and

WHEREAS, it has been made known to us that the said Mrs. Joyce Tompkins is a woman of good moral character and intelligence, thoroughly competent in public business details, a competent accountant, and has had more than two years experience in Auditing and Accounting.

NOW, THEREFORE, WE, T.M. GUPTON, JUDGE OF THE 23rd Judicial District Court of Fort Bend County, Texas and G.P. HARDY, JR., JUDGE of the 130th Judicial District Court of Fort Bend County, Texas, by virtue of the authority vested in us by the Statutes above referred to, do herenow nominate and appoint the said Mrs. Joyce Tompkins, County Auditor in and for Fort Bend County, Texas Said appointment to take effect on and after January 1, 1973, upon the said Mrs. Joyce Tompkins taking the oath and giving bond to the terms of the law.

GIVEN UNDER OUR HANDS AT RICHMOND, TEXAS, THIS THE 1

DAY OF Jan., 19 73.

STATE OF TEXAS  
COUNTY OF FORT BEND

T.M. Gupton  
Judge, 23rd Judicial District Court

I, G.P. Hardy, Jr., District Clerk of Fort Bend County, Texas, hereby certify that the foregoing is a true and correct copy of the original record now in my lawful custody and possession of records of record in

Vol. R.D. 1-8 Page 301-387 of 301-387 Records of Judge, 130th Judicial District Court

Witness my official hand and seal of office at Richmond,

Texas, this 3rd day of January, 1973  
G.P. Hardy, Jr.

District Clerk  
Fort Bend County, Texas

By Lucile Brown Deputy

Hon. Judge T.M. Gupton,  
23rd Judicial District,  
West Columbia, Texas

Hon. Judge G.P. Hardy, Jr.  
130th Judicial District,  
Bay City, Texas.

On the 1st day of January, 1973, in compliance with House Bill No. 85  
Amending Article 1650 of the Revised Civil Statutes of Texas of 1935, with  
respect to the authority of the County Auditor to appoint Assistants, I made  
application for the appointment of Mrs. Carrol Glynn Taylor as Assistant  
Auditor, Mrs. Sidonia H. Parchman as Assistant Auditor and Mrs. Phyllis Sudhop  
Morris as Assistant Auditor. You approved said appointments.

Effective January 1, 1973, it is my desire to set the salaries of my  
Assistants as follows, if it meets with your approval.

Mrs. Carrol Glynn Taylor \$ 500.00 + per month  
Mrs. Sidonia H. Parchman \$ 500.00 + per month  
Mrs. Phyllis S. Morris \$ 400.00 + per month.

Respectfully yours,

*Joyce Tompkins*  
Joyce Tompkins,  
Fort Bend County Auditor

TO THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the salaries of Mrs. Carrol  
Glynn Taylor, Mrs. Sidonia H. Parchman and Mrs. Phyllis S. Morris, as  
requested by the County Auditor, as set out above.

*T.M. Gupton*  
Judge, 23rd Judicial District

*G.P. Hardy, Jr.*  
Judge, 130th Judicial District

STATE OF TEXAS  
COUNTY OF FORT BEND

I, Zora Dell Cole, District Clerk of  
Fort Bend County, Texas, do hereby certify that the foregoing  
is a true and correct copy of the original record now in  
my hands and subject to the provisions of record in  
Vol. AD 1 8: 300-326 of the  
court, on the 1st day of January, 1973.

Witness my official hand and seal of office at Richmond,  
Texas, this 3rd day of January, 1973.

ZORA DELL COLE  
District Clerk  
Fort Bend County, Texas

By Sueie Brown Deputy

STATE OF TEXAS

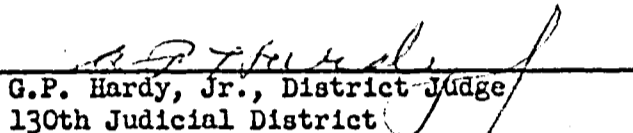
COUNTY OF FORT BEND

The foregoing bond of Mrs. Joyce Tompkins, County Auditor in and for Fort Bend County, State of Texas, this day approved by T.M. Gup-ton, District Judge, 23rd Judicial District, and G.P. Hardy, Jr., District Judge 130th Judicial District.

Dated Jan. 1, 1973.



T.M. Gup-ton, District Judge  
23rd Judicial District



G.P. Hardy, Jr., District Judge  
130th Judicial District

ATTEST:

Zora Dell Cole Clerk  
District Court, Fort Bend County, Texas

STATE OF TEXAS  
COUNTY OF FORT BEND

I, ZORA DELL COLE, District Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now in my hands custody and possession and is a true and correct copy of the original record now in my hands custody and possession and is a true and correct copy of the original record now in my hands custody and possession.

Witness my official hand and seal of office at Richmond, Texas, this 2nd day of January, 1973.

District Clerk  
Fort Bend County, Texas

By Lucille Brown Deputy

RE: APPOINTMENT OF REPRESENTATIVE TO THE EXECUTIVE COMMITTEE OF THE HOUSTON GALVESTON AREA COUNCIL FOR 1973

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed the Court appointed Commissioner Johnnie Pustka, and Commissioner Paul R. Wenzel, Jr. as delegates to the General <sup>Membership</sup> Body of the Houston-Galveston Area Council for 1973.

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court appointed Commissioner Johnnie Pustka, as representative to the Executive Committee of the Houston-Galveston Area Council for the year 1973, as follows:

DESIGNATION OF REPRESENTATIVE  
HOUSTON-GALVESTON AREA COUNCIL  
GENERAL MEMBERSHIP BODY

1973

\* \* \* \* \*

Commissioner Johnnie Pustka and Commissioner Paul R. Wenzel, Jr.  
BE IT RESOLVED, by the Commissioners' Court of Fort Bend

County, that Johnnie Pustka and Paul R. Wenzel, Jr.  
be, and they are hereby, designated as its representatives to the General  
Membership Body of the Houston-Galveston Area Council for the year 1973.

FURTHER THAT, the official Alternates authorized to serve as our voting  
delegates should either or both of the representatives hereinabove named  
become ineligible or if either or both representatives resign, are \_\_\_\_\_  
Judge Josh Gates as Alternate for Johnnie Pustka  
and Charles Dickerson as Alternate for Paul R. Wenzel, Jr.

THAT, the Executive Director of the Houston-Galveston Area Council be  
notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED this the 8th day of January, 1973

Jack Satter  
(Chairman)

Commissioners' Court of Fort Bend  
County, Texas

ATTEST:

W. M. M. Co. Clerk

DESIGNATION OF REPRESENTATIVE  
HOUSTON-GALVESTON AREA COUNCIL  
EXECUTIVE COMMITTEE  
1973

\* \* \* \* \*

Commissioner Johnnie Pustka .

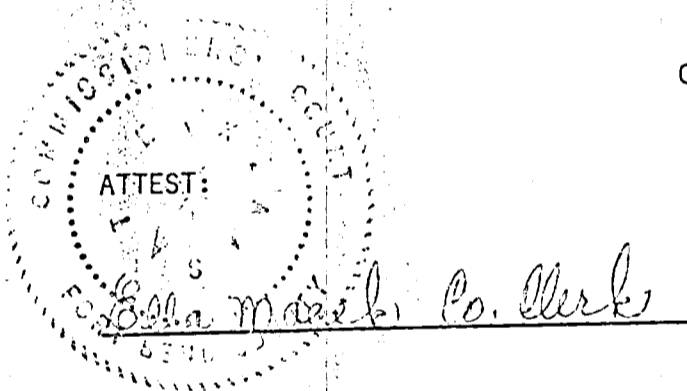
BE IT RESOLVED, by the Commissioners' Court of Fort Bend  
County, Texas, that Johnnie Pustka be, and he is  
hereby, designated as its representative to the Executive Committee of  
the Houston-Galveston Area Council for the 1973.

FURTHER THAT, the official Alternate authorized to serve as its  
representative to the Executive Committee should the hereinabove named  
representative become ineligible, or should he resign, is  
Judge Josh Gates.

THAT, the Executive Director of the Houston-Galveston Area Council  
be notified of the designation of the hereinabove named delegate and  
alternate.

PASSED AND ADOPTED this the 8th day of January, 1973 .

Josh Gates  
(Chairman)  
Commissioner's Court of Fort Bend  
County, Texas



H-GAC EC-8.

RE: SOUTHWESTERN BELL TELEPHONE COMPANY PERMIT-SENIOR ROAD APPROVED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Notice and Permit of Southwestern Bell Telephone Company- Senior Road, as follows:



**Southwestern Bell Telephone Company**

2922 PLUM CREEK DRIVE, HOUSTON, TEXAS 77017

TELEPHONE 713 • 521-1827

DISTRICT ENGINEER

5

Houston, December 11, 1972

Honorable County Judge  
And Commissioners' Court  
Fort Bend County  
County Court House  
Richmond, Texas

Dear Sir:

Southwestern Bell Telephone Company intends to place a buried cable along Senior Road from the entrance to KHOU TV Tower 8,569 feet due west. We propose to bury the cable by the plow method as described more fully on the attached drawing.

Buried cable is necessary to provide better service to this area.

Yours truly,

*J. E. Baile*

District Engineer - South

Attachment:

NOTICE OF PROPOSED INSTALLATION  
OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this, the 11 day of November, 1972, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads rights-of-way in Fort Bend County for the purpose of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of telephone service to citizens generally living in the area traversed.

Proposed cable on Senior Road from the entrance to KLCU TV Tower, 8,509 feet due west. Cable will be placed 6 feet from the south property line.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the precincts 48 hours before beginning work under the permit and when work is completed, to notify the Commissioner so he can inspect the work. While construction equipment is still available for any necessary additional work.

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

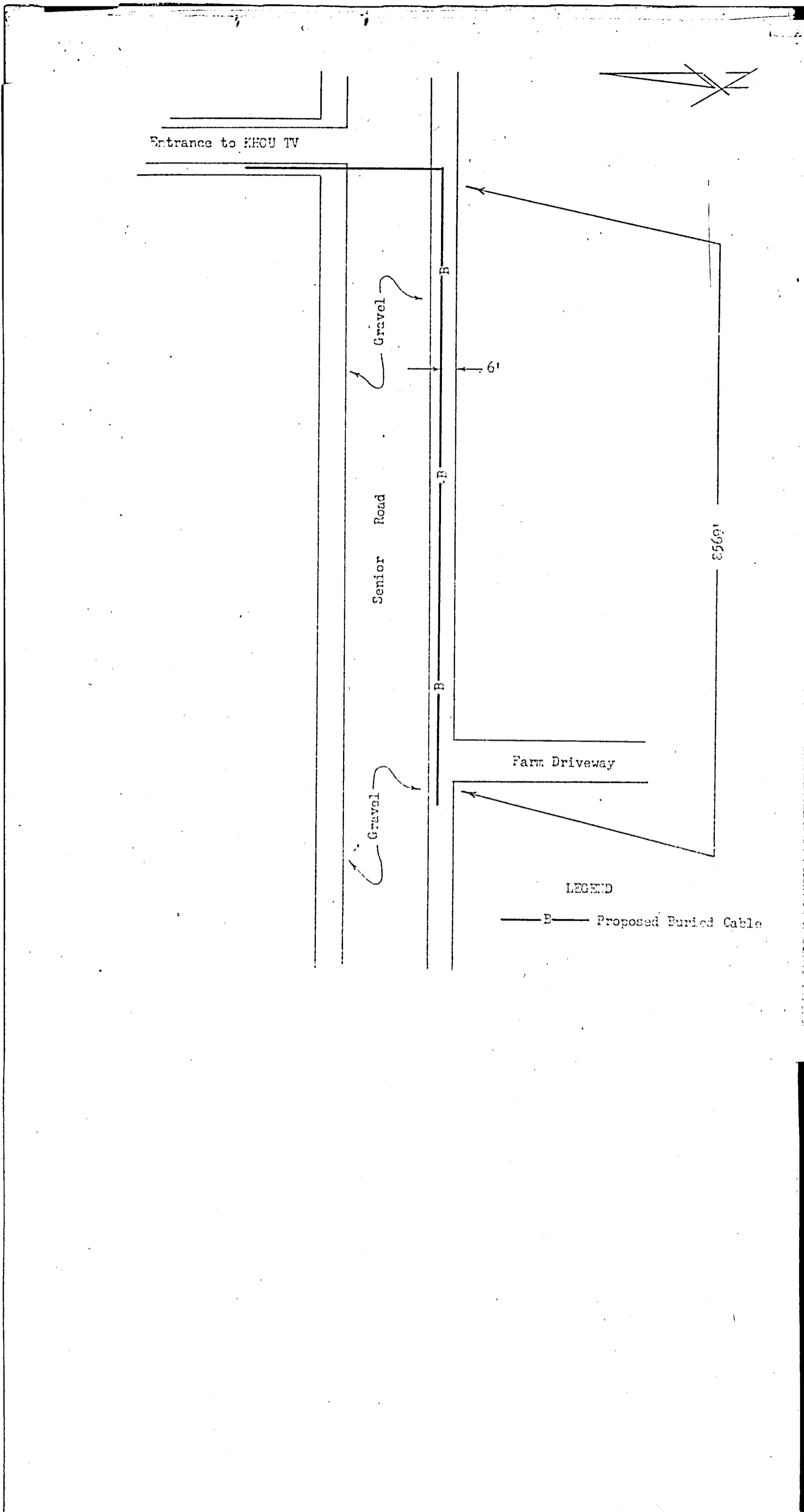
The undersigned further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said cable and/or conduit.

The undersigned representative of said Company has full authority to bind said Company hereto.

SOUTHWESTERN BELL TELEPHONE COMPANY

BY J. E. Baer  
District Engineer

Approved As to Law  
Legal Dept.  
South Texas Area  
J. H. [Signature]  
Attorney



## APPROVAL

IN THE COMMISSIONERS' COURT \_\_\_\_\_ FORT BEND COUNTY, TEXAS

ON THIS THE 8th DAY OF January, 1973, on motion duly made, seconded and passed by the Commissioners' Court of Fort Bend County, Texas, and spread on its minutes, the above request of Southwestern Bell Telephone Company is hereby approved (so far as the County is able to do so) to lay, maintain, repair and operate a cable and/or conduit under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said request on file in the County Judge's Office; upon the condition and agreements of said Southwestern Bell Telephone Company, said cable and/or conduit is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, and to relocate or change at Southwestern Bell Telephone Company's risk and expense as directed by the Commissioners' Court upon reasonable notice, and to save the County, each of its Commissioners and the Drainage District harmless from any cause of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

BY \_\_\_\_\_

Josh Gato

County Judge

Approved As to Law  
Legal Dept.  
South Texas Area

JLB  
Attorney

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Court recessed 2:20 O'clock P.M. and reconvened at 9:00 A.M. January 9, 1973 with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

Commissioner Johnnie Pustka, Precinct #1 was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: APPROVE BILL FOR DOW CHEMICAL COMPANY UTILITY ADJUSTMENT ON U. S. HIGHWAY 59

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, the Court approved the bill for Dow Chemical Company Utility Adjustment on U. S. Highway 59-Fort Bend County Project U-8699 in the amount of \$8,929.47.

RE: APPROVE HOLIDAYS FOR 1973

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. Helwig, and duly passed, the Court approved the following holidays for 1973.

|                        |                                 |
|------------------------|---------------------------------|
| New Year's Day         | January 1st                     |
| Texas Independence Day | March 2nd                       |
| Good Friday            | April 20th                      |
| Memorial Day           | May 28th                        |
| Independence Day       | July 4th                        |
| Labor Day              | September 3rd                   |
| Fair Day               | October 3rd                     |
| Veteran's Day          | October 22nd                    |
| Thanksgiving Day       | November 22nd                   |
| Christmas Holidays     | December 24th and 25th and 26th |

If any of these days fall on Sunday the following Monday will be observed.

If any of these days fall on Saturday the preceding Friday will be observed.

RE: ORDER TO INVEST COUNTY FUNDS

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court ordered to have County Funds invested as follows:

That Stanley L. Kucherka, Jr., County Auditor, Joyce Tompkins and County Treasurer, M. Elizabeth Williams, be authorized to invest County Funds until they are needed in either Treasury Bills or Certificates of Deposits in Fort Bend County Banks at the highest possible interest rates, provided that all these deposits must be secured or guaranteed by Collateral accounts legally pledged and acceptable to the County and must meet all requirements of the laws of the State of Texas.

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in December, 1972(said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, and approved.

-----

Court recessed at 12:15 P.M. and to re-convene at 9:00 A.M. on January 12, 1973 for appearance of Commissioner Johnnie Pustka.

Court re-convened at 9:00 A.M. January 12, 1973 with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka       | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: APPROVE SALARIES FOR ALL ELECTED OFFICIALS

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved salaries of elected officials; excluding Constables & Justice of Peace; to \$1250.00 per month, \$15,000.00 per year.

RE: MOTION TO MAKE CONSTABLE PRECINCT #1, C. M. HARRIS, FULL TIME CONSTABLE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court approved to make C. M. Harris, Constable Precinct #1 a full time Constable at a Salary of \$700.00 per month and 10¢ per mile, using his personal car, for extra mileage Concerning his work.

RE: MOTION TO GIVE OFFICIAL COURT REPORTERS FOR THE 23rd & 130th JUDICIAL DISTRICT COURT 10% INCREASE IN SALARY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved to give the official Court Reporters for the 23rd & 130th Judicial District Courts, Max K. Luedtke and Whit Waide a 10% raise in Salary for the year 1973.

RE: MOTION TO GIVE A MAXIMUM 10% OVERALL RAISE PER DEPARTMENT HEAD FOR ALL COUNTY EMPLOYEES

On Motion of County Judge, Josh Gates, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved to give a maximum 10% over all raise, per Department Head, to be distributed at the discretion of the Department Head, for all County Employees.

This Motion is to replace the previous motion made to give 5.50% raise to each department Head and 20¢ maximum per hour for Precinct and Drainage, hourly employees, which was rescinded.

-----  
There being no further business, the Court adjourned.

*Josh Gates*  
\_\_\_\_\_  
COUNTY JUDGE

ATTEST: *Ella Macek*  
\_\_\_\_\_  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 15th day of January, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Johnnie Pustka,      | Commissioner Prect. #1  |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Regular Session of January 8th, 1973, were approved.

RE: ADVERTISE FOR BIDS FOR 1 AUTOMOBILE FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court ordered to advertise for bids for 1 automobile for the Sheriff's Department.

RE: EMPLOYMENT OF 4 NEW DEPUTIES FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized R. L. Gaston, Sheriff to employ 4 new Deputies for his department as follows:

Benjamin Keith Fullington, at a salary of \$660.00, effective January 1, 1973.

William Riley Mullins, Jr., at a salary of \$660.00, effective January 11, 1973.

Leo Vernon Butler, at a Salary of \$660.00, effective January 10, 1973.

Clyde Wayne Shelton, at a salary of \$660.00, effective January 15, 1973.

RE: TREASURER'S QUARTERLY REPORT APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed, the Court approved the County Treasurer's Quarterly Report for October, November and December, 1972, which is as follows:

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AFFIDAVIT OF COMMISSIONERS' COURT AS TO COUNTY FINANCES.

(R. S. Arts. 1636-1637.)

STAFFORD-LUDWIG CO. FORT WORTH 29944

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF

M. ELIZABETH WILLIAMS

Treasurer of FORT BEND County, Texas.

COMMISSIONERS' COURT

FORT BEND

County, Texas,  
In Regular Session,

Term, 19

WE, THE UNDERSIGNED, as County Commissioners within and for said FORT BEND County, and the Hon. JOSH GATES, County Judge of said FORT BEND County, constituting the entire Commissioners' Court of said County, and each one of us, do hereby certify that on this, the 15 day of JANUARY A. D. 1973, at a regular term of our said Court, we have compared and examined the report of M. ELIZABETH WILLIAMS Treasurer of said County, for the period beginning on the 1st day of OCTOBER A. D. 1972, and ending on the 31st day of DECEMBER A. D. 1972, and finding the same correct have caused an order to be entered upon the minutes of the Commissioners' Court of said County, stating the approval of said Treasurer's Report by our said Court, which said order recites separately the amount received and paid out of each fund by said County Treasurer since his last report to this Court, and for and during the time covered by his present report, and the balance of each fund remaining in said Treasurer's hands on the said 31st day of DECEMBER A. D. 1972, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Articles 1636-1637, Chapter 1, Title 34 of the Revised Statutes of Texas, 1925.

And we, and each of us, further certify that we have actually and fully inspected and counted all the actual cash and assets in hands of the said Treasurer belonging to FORT BEND County at the close of the examination of said Treasurer's Report, on this the 15 day of JANUARY A. D. 1973, and find the same to be as follows, to-wit:

| Name of the Issue                     | Balance On<br>Hand 10-1-1972 | Received<br>During the Qtr. | Paid Out<br>During the<br>Quarter | Balance<br>On Hand<br>December 31, 1972 |
|---------------------------------------|------------------------------|-----------------------------|-----------------------------------|---|
| Jury Fund                             | \$ 18,185.80                 | \$ 7,195.34                 | \$ 4,623.60                       | \$ 20,757.54                            |
| Road and Bridge Fund                  | \$ 345,268.06                | \$ 407,108.17               | \$ 206,250.69                     | \$ 546,125.54                           |
| General Fund                          | \$ 243,292.40                | \$ 443,665.41               | \$ 282,828.79                     | \$ 404,129.02                           |
| Library Fund                          | \$ 10,851.12                 | \$ 26,826.17                | \$ 16,085.11                      | \$ 21,592.18                            |
| Officers Salary Fd.                   | \$ 77,730.31                 | OD \$ 268,265.84            | \$ 173,883.77                     | \$ 16,651.76                            |
| Permanent Improvement Avail. Fund     | \$ 16,126.38                 | \$ 22,393.45                | \$ 8,245.69                       | \$ 30,274.14                            |
| Ft. Bend Co. Time Warrants Ser.'69S   | \$ 9,472.53                  | \$ 4,803.30                 | \$ - - - - -                      | \$ 14,275.83                            |
| Unlimited Tax Rd. Bds.Ser.'62-'66S    | \$ 8,677.62                  | \$ 404,354.21               | \$ - - - - -                      | \$ 413,031.83                           |
| Drainage District Main. Avail.Fd.     | \$ 69,817.82                 | \$ 190,549.54               | \$ 73,111.03                      | \$ 187,256.33                           |
| Drainage District Bond Avail. Fd.     | \$ 30,888.76                 | \$ 80,000.00                | \$ - - - - -                      | \$ 110,888.76                           |
| Road Bond Available Fund              | \$ 96,028.21                 | \$ 107,970.62               | \$ - - - - -                      | \$ 203,998.83                           |
| County Law Library Fd.                | \$ 3,670.26                  | \$ 592.00                   | \$ 301.10                         | \$ 3,961.16                             |
| Certificate of Title Fund             | \$ 517.00                    | \$ 791.00                   | \$ 764.50                         | \$ 543.50                               |
| Farm to Market and Lateral Roads      | \$ 115,851.37                | \$ 121,166.53               | \$ 63,826.43                      | \$ 173,191.47                           |
| Lateral Roads Fund                    | \$ 4,173.15                  | \$ 47,517.92                | \$ 25,739.19                      | \$ 25,951.88                            |
| County Social SecurityFund            | \$ 22,977.71                 | \$ 98,238.06                | \$ 31,184.28                      | \$ 90,031.49                            |
| Drainage Dist. Social Security Fd.    | \$ 4,164.89                  | \$ 13,820.62                | \$ 4,710.88                       | \$ 13,274.63                            |
| Income Tax Fund                       | \$ .00                       | \$ 38,643.50                | \$ 38,643.50                      | \$ .00                                  |
| Criminal Justice Plan.Fd.Ct.Costs     | \$ 2,803.75                  | \$ 2,855.00                 | \$ 3,646.25                       | \$ 2,012.50                             |
| Voter Registration Fund               | \$ 4,987.40                  | \$ - - - - -                | \$ 2,435.76                       | \$ 2,551.64                             |
| Ft.Bend Co.Revenue Sharing Trust Fd\$ | - - - - -                    | \$ 249,148.00               | \$ - - - - -                      | \$ 249,148.00                           |
| TOTALS                                | \$ 930,023.92                | \$2,535,904.68              | \$ 936,280.57                     | \$2,529,648.03                          |

| ASSETS  |             |
|---|-------------|
| The following securities are in the County Treasurer's Safety Deposit Box:                            |             |
| FORT BEND SCHOOL OWNS:  |             |
| 4 Town of Needville Sanitary System Bonds<br>Dated July 10, 1955. Bonds Nos. 40 thru 51 at \$1,000.00 | \$ 4,000.00 |
| TOTAL   | \$ 4,000.00 |

| BONDED INDEBTEDNESS                              |                      |
|--|----------------------|
| Name of the Issue                                | Date of the<br>Issue |
| Unlimited Tax Rd. Bds. Ser.'62                   | 8-1-1962             |
| Unlimited Tax Rd. Bds. Ser.'66                   | 2-1-1966             |
| Ft.Bend Co.Time Warrants,Ser.'69                 | 8-15-1969            |
| TOTAL  | \$426,000.00         |
| GRAND TOTAL,FORT BEND COUNTY BONDED INDEBTEDNESS |                      |
| \$426,000.00                                     |                      |

WITNESS OUR HANDS, officially, this 15th day of January A. D. 1973

*Josh Gates*  
County Judge.  
*Johnnie Pustka*  
Commissioner Precinct No. 1.  
*Paul R. Wenzel, Jr.*  
Commissioner Precinct No. 2.  
*J. M. Davis*  
Commissioner Precinct No. 3.  
*Ed H. Helwig*  
Commissioner Precinct No. 4.

SWORN TO AND SUBSCRIBED before me, by Josh Gates, County Judge,  
and Johnnie Pustka and Paul R. Wenzel, Jr.  
and J. M. Davis and Ed H. Helwig  
County Commissioners of said Fort Bend County, each respectively, on this,  
the 15th day of January A. D. 1973

*Milady Clay*  
MILADY CLAY, NOTARY PUBLIC  
FORT BEND COUNTY, TEXAS

5

RE: APPROVE APPLICATION FOR AND PERMIT GRANTING PIPELINE CROSSING GROVER J. GEISELMAN

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, the court approved the application for and permit granting pipe line for Grover J. Geiselman, Sections 35 & 36, H. & T. C. R. R. Company Surveys, near Needville, Fort Bend County, Texas, as follows:

APPLICATION FOR AND PERMIT  
GRANTING PIPE LINE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW

Grover T. Geiselman  
849 Houston Club Bldg. Houston, Texas 77002

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 2<sup>nd</sup> day of

January 1973.

Attest: Secretary

Grover T. Geiselman

## PERMIT

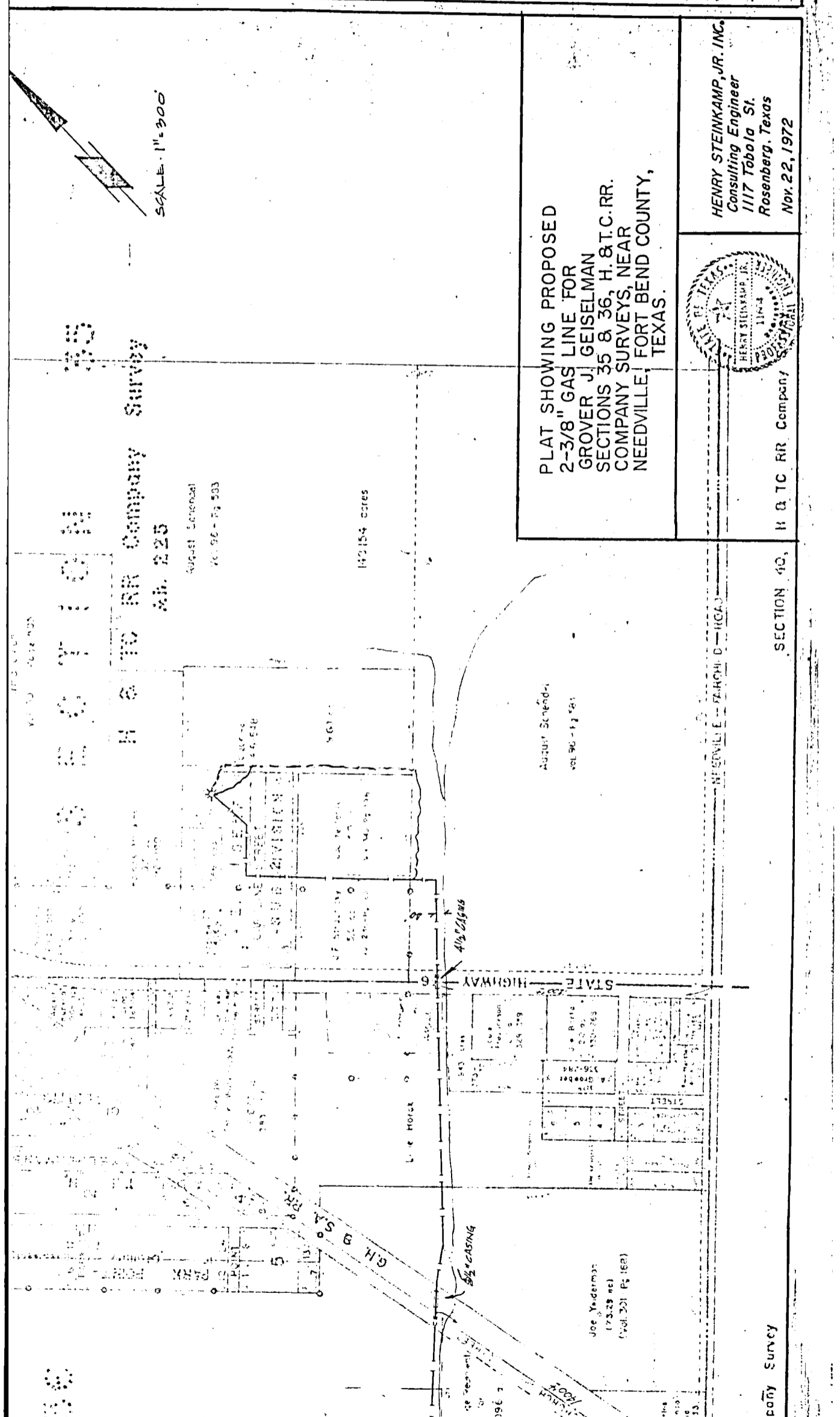
IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS THE 15 day of January, 1973, on motion duly made, seconded and passed by the Commissioners' Court of Fort Bend County, Texas, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (as far as the County is able to grant) permission, right, and privilege, to lay, maintain, repair, and operate a pipe line under and across certain roads, ditches, drainage canals, and highways as shown on the plats attached to said application on file in the County Judges' Office and the Drainage District Office; under the condition and agreements of petitioner, said pipe line is to be laid, operated, repaired, and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals, and highways, and to relocate or change at petitioner's risk and expense as directed by the Drainage District or Commissioners' Court, upon reasonable notice, and to save Fort Bend County, each of its Commissioners', and the Drainage District harmless from any course of action aforesaid.

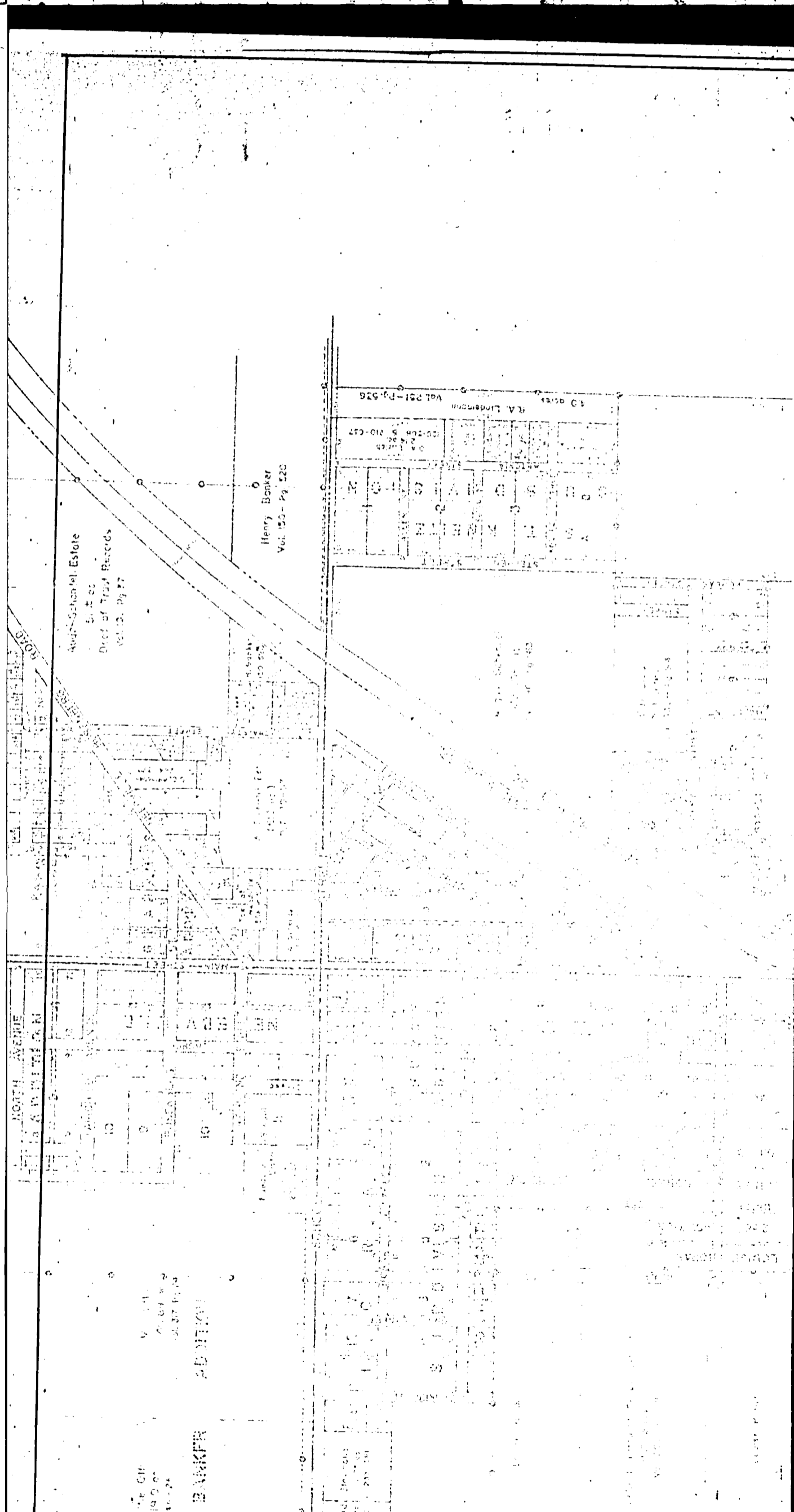
COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

By: Josh Galt

County Judge



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RE: APPROVE RESOLUTION TO CREATE A COURT OF DOMESTIC RELATIONS FOR FORT BEND COUNTY

On Motion of Commissioner Johnnie Pustka, seconded by Ed. H. Helwig, and duly passed, the court approved the Resolution which is to be presented to the Legislature for approval, to set up a Court of Domestic Relations for Fort Bend County, as follows:

# RESOLUTION

WHEREAS, there is a need for creation of a court of domestic relations for handling the crowded dockets of the courts of Fort Bend County, Texas, and

WHEREAS, the creation of such court is a function of the legislature of the State of Texas, and

WHEREAS, the commissioner's court of Fort Bend County, Texas has been presented a resolution of the Fort Bend County Bar Association urging the creation of a court of domestic relations and

WHEREAS, a proposed bill creating a court of domestic relations has been presented and considered by the commissioner's court of Fort Bend County, Texas, and a copy is attached hereto,

THEREFORE, BE IT RESOLVED that we, the commissioner's court of Fort Bend County, Texas, do request the legislature of the State of Texas to create a court of domestic relations for Fort Bend County, Texas by the adoption of a bill similar to the attached bill so that the commissioner's court may thereafter appoint a judge to said court to bring relief to the congested court dockets of Fort Bend County, Texas.

Passed and entered this 15th day of January, 1973.

Josh Gates  
Josh Gates, County Judge

Johnnie Pustka  
Johnnie Pustka

Ed Helwig  
Ed Helwig

Johnny Davis  
Johnny Davis

Paul Wenzel  
Paul Wenzel

By \_\_\_\_\_

B. No. \_\_\_\_\_

## A BILL TO BE ENTITLED

## AN ACT

creating a Court of Domestic Relations in and for Fort Bend County, Texas, conditioned upon adoption of the Act by the Commissioners Court of Fort Bend County within a specified time; providing for the qualifications and salary of the Judge of said Court; providing that said Court shall have concurrent jurisdiction with the District Courts of said County in certain enumerated matters, for the exchange of benches with the District Judges in said matters and the transferring of cases; providing a method of selecting a special Judge of said Court when the Judge of the Court of Domestic Relations is disqualified or unable to serve; providing that nothing in this Act shall diminish the jurisdiction of the District Courts of Fort Bend County; providing as additional concurrent jurisdiction, the Fort Bend County Court of Domestic Relations shall have original and appellate concurrent jurisdiction with the County Court of Fort Bend County in civil and criminal matters, eminent domain, and probate and certain exceptions to concurrent jurisdiction; providing for the filing of cases with the County Clerk, the docketing of said cases; providing the Clerks for said Court; that said Court shall be a Court of record, have a seal; providing the duties and functions of Sheriff and other departments in connection with said Court; providing certain powers for said Court; providing the terms of said Court; providing that the Judge of said Court shall be a member of the Juvenile Board of Fort Bend County, additional compensation for said duties and that said Board as now constituted shall remain the same; providing for the appointment and election of the Judge and for the filling of vacancies in the office; the duties of the Criminal District Attorney in respect thereto; for the removal from office of said Judge; appeals, procedures in said Court; for the appointment and salary of a Court Reporter; the use and compensation of interpreters; that said Judge may not practice law; repealing all laws or parts of laws in conflict herewith; and declaring an emergency.

## BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

Section 1. There is hereby created a Court of Domestic Relations in and for Fort Bend County, Texas, to be known as the Fort Bend County Court of Domestic Relations. However, the provisions of this Act do not become operative unless the Commissioners Court of Fort Bend County within its discretion enters an order before January 1, 1974, adopting its provisions and fixing the date on which the Court begins to function. If such an order is not entered, this Act expires on January 1, 1974, and the Court is abolished as of that date. If the order is entered

1 before January 1, 1974, the Court as created by this Act continues  
2 to exist until altered or abolished by a subsequent enactment of  
3 the Legislature.

4 Sec. 2. The Judge of the Fort Bend County Court of  
5 Domestic Relations shall have the qualifications provided by the  
6 Constitution and laws of this State for District Judges. He  
7 shall be paid an annual salary out of the general fund of the  
8 County in twelve (12) equal monthly installments in an amount not  
9 less than \$16,000, to be set by the Commissioners Court of  
10 Fort Bend County.

11 Sec. 3. The Court of Domestic Relations for Fort Bend  
12 County shall have the jurisdiction concurrent with the District  
13 Courts in Fort Bend County of all cases involving adoptions,  
14 removal of disability of minority and coverture, wife and child  
15 desertion, delinquent, neglected or dependent child proceedings,  
16 Reciprocal Support Act and all jurisdiction, powers and authority  
17 now or hereafter placed in the District or County Courts under  
18 the juvenile and child welfare laws of this State; and of all  
19 divorce and marriage annulment cases, including the adjustment of  
20 property rights and custody and support of minor children  
21 involved therein, alimony pending final hearing, and any and  
22 every other matter incident to divorce or annulment proceedings  
23 as well as independent actions involving child custody or support  
24 of minors, change of name of persons; and all other cases  
25 involving justiciable controversies and differences between  
26 spouses, or between parents, or between them, or one of them, and  
27 their minor children, or between any of these and third persons,  
28 corporations, trustees or other legal entities, which are now, or  
29 may hereafter be, within the jurisdiction of the District or  
30 County Courts; all cases in which children are alleged or charged  
31 to be dependent and neglected children or delinquent children as  
32 provided by law, of all suits for trial of title to land and for  
33 the enforcement of liens thereon, of all suits for trial of the  
34 right of property, and said Court and the Judges thereof shall  
35 have power to issue writs of habeas corpus, mandamus, injunction,  
36 and all writs necessary to enforce their jurisdiction.

37 Sec. 4. All cases enumerated or included above may be  
38 instituted or transferred to the Court of Domestic Relations.  
39 All cases enumerated or included above which are pending in the  
40 District Courts of Fort Bend County on the date on which the  
41 Court of Domestic Relations begins to function, as fixed by the  
42 order of the Commissioners Court, may be transferred to the  
43 Court of Domestic Relations. Thereafter the Judges of the Dis-  
44 trict Courts of Fort Bend County may transfer any case within the  
45 jurisdiction of the Court of Domestic Relations created by this  
46 Act to said Court of Domestic Relations, and the Judge of the  
47 Court of Domestic Relations may transfer any case pending in  
48 said Court to any District Court of Fort Bend County as designated  
49 by the presiding District Judge of said County. Said Court of  
50 Domestic Relations may also sit for any of the District Courts of  
51 Fort Bend County and hear and decide for such Courts any case  
52 coming within the jurisdiction of the Court of Domestic Relations  
53 created by this Act. All District Courts of Fort Bend County may  
54

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1 likewise sit for, hear and decide cases pending in the Court of  
 2 Domestic Relations, as the sitting for, hearing and deciding  
 3 cases as now or hereafter may be authorized by law for all Dis-  
 4 trict Courts of Fort Bend County.

5 Sec. 5. Should the Judge be disqualified to try a particu-  
 6 lar case, or should the Judge by reason of illness or other  
 7 inability fail or refuse to hold court as needed, on matters  
 8 pending in the Court of Domestic Relations only, such fact shall  
 9 be brought to the attention of the presiding Judge of the Dis-  
 10 trict Courts of Fort Bend County by any practicing lawyer of  
 11 Fort Bend County, whereupon such matters as require attention  
 12 shall be promptly assigned by the presiding Judge to one of the  
 13 District Courts of Fort Bend County for action and disposition  
 14 in the same manner as other matters or trials in the several Dis-  
 15 trict Courts. In the event it should ever become necessary to  
 16 select a special Judge for the Court of Domestic Relations, such  
 17 special Judge shall be selected in the manner provided by law for  
 18 the selection of a special Judge of the District Court.

19 Sec. 6. Nothing in the Act shall diminish the jurisdiction  
 20 of the District Courts of Fort Bend County, but such Courts shall  
 21 retain and continue to exercise such jurisdiction as is now or  
 22 may be hereafter conferred by law. Such District Courts shall  
 23 continue to exercise concurrent jurisdiction on all matters  
 24 which by this Act are brought within the concurrent jurisdiction  
 25 of the Court of Domestic Relations and none of the District  
 26 Courts of Fort Bend County shall be relieved by the provisions  
 27 of this Act of their several responsibilities for the handling  
 28 and disposition of all matters which are by this Act brought  
 29 within the concurrent jurisdiction of the Court of Domestic Rela-  
 30 tions as time and the condition of the dockets of such District  
 31 Courts will permit.

32 Sec. 7. As additional concurrent jurisdiction, the Fort  
 33 Bend County Court of Domestic Relations shall have original and  
 34 concurrent jurisdiction with the County Court of Fort Bend County  
 35 in all matters and causes, civil and criminal, original and  
 36 appellate, over which, by the general laws and the Constitution  
 37 of this State, County Courts have jurisdiction, except the execu-  
 38 tive functions of the County Judge as a member of the Commis-  
 39 sioners Court, Board of Equalization, Budget Officer and other  
 40 executive and administrative functions.

41 Sec. 8. The jurisdiction of the Fort Bend County Court of  
 42 Domestic Relations shall extend to all matters of eminent domain  
 43 of which jurisdiction has heretofore been vested in the District  
 44 Court of Fort Bend County, but this provision shall not affect  
 45 the jurisdiction of the Commissioners Court or of the County  
 46 Judge of Fort Bend County as the presiding officer of said  
 47 Commissioners Court as to roads, bridges, public highways and  
 48 matters of eminent domain which are now within the jurisdiction  
 49 of the Commissioners Court or the presiding Judge thereof,  
 50 including the right of the County Judge of Fort Bend County to  
 51 appoint commissioners in condemnation, receive the reports and  
 52 enter judgments. It is the intention of this Section to vest in  
 53 the Fort Bend County Court of Domestic Relations jurisdiction to  
 54 hear any and all matters in condemnation, whether by commission

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1 or jury of view, appealed to the Fort Bend County Court of  
2 Domestic Relations or to the District Court only.

3 Sec. 9. The Fort Bend County Court of Domestic Relations  
4 shall also have the general jurisdiction of a Probate Court  
5 within the limits of Fort Bend County, concurrent with jurisdic-  
6 tion of the County Court of Fort Bend County in such matters and  
7 proceedings. Said Fort Bend County Court of Domestic Relations  
8 shall have authority to probate wills, appoint guardians of  
9 minors, idiots, lunatics, persons non compos mentis and common  
10 drunkards, grant letters testamentary and of administration,  
11 settle accounts of executors, transact all business appertaining  
12 to deceased persons, minors, idiots, lunatics, persons non compos  
13 mentis and common drunkards, including the settlement, partition  
14 and distribution of estates of deceased persons, the appren-  
15 ticing of minors as provided by law and conduct lunacy proceed-  
16 ings.

17 The Fort Bend County Court of Domestic Relations shall have  
18 jurisdiction concurrent with the County Court of Fort Bend County  
19 conferred upon County Courts or upon Probate Courts specially  
20 created by the Legislature in Chapter 334, Acts of the 55th Leg-  
21 islature, Regular Session, 1957 (Article 1970a-1, Vernon's Texas  
22 Civil Statutes), as the same now stands or may hereafter be  
23 amended, and all other provisions of the law relating to Probate  
24 Courts whether specially created by the Legislature or otherwise,  
25 shall be and they are hereby made to apply concurrently in all  
26 their provisions insofar as they are applicable to the Fort Bend  
27 County Court of Domestic Relations and insofar as they are not  
28 inconsistent with this Act. It is the intention of the Legisla-  
29 ture in this Act that the County Judge of Fort Bend County shall  
30 be the Judge of the County Court of Fort Bend County. All  
31 ex officio duties of the County Judge shall be exercised by the  
32 Judge of the County Court of Fort Bend County and all duties and  
33 jurisdiction vested in the Fort Bend County Court of Domestic  
34 Relations by this Act now being performed by the County Judge of  
35 Fort Bend County, Texas, is and shall be concurrent.

36 Sec. 10. With reference to all matters civil, criminal  
37 and probate, over which the Fort Bend County Court of Domestic  
38 Relations is given concurrent jurisdiction with the County Court  
39 of Fort Bend County, the Judge of the Court of Domestic Relations  
40 shall use the same dockets as now provided by said County Clerk  
41 in accordance with law for the use of the Judge of the County  
42 Court and Probate Court of Fort Bend County and the Judge of the  
43 Fort Bend County Court of Domestic Relations and the County Judge  
44 shall have concurrent jurisdiction over all matters therein  
45 insofar as provided in this Act. All suits and other proceedings  
46 instituted in the County over which the County Court or Probate  
47 Court has jurisdiction shall be addressed to the County Court of  
48 the County. The Judge of either the Fort Bend County Court of  
49 Domestic Relations or the County Judge may hear and dispose of  
50 any suit or other proceeding on the civil, criminal and probate  
51 dockets of the County Court of Fort Bend County, without the  
52 necessity of transferring the suit or other proceeding, either  
53 civil, criminal or probate, from one court to the other. Every  
54 judgment and order shall be entered in the minutes of the County

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1 Court or Probate Court and the Clerk of the County Court in said  
 2 County shall keep one set of minutes in which shall be recorded  
 3 all the judgments and orders of the Fort Bend County Court of  
 4 Domestic Relations and the County Court of Fort Bend County. All  
 5 citations and other process issued by the County Clerk and all  
 6 notices, restraining orders and other process authorized to be  
 7 issued by the Clerk of the County Court shall be returnable to  
 8 the County Court of Fort Bend County, and on the return of such  
 9 process the hearing or trial may be presided over by the Judge of  
 10 the Fort Bend County Court of Domestic Relations insofar as pro-  
 11 vided by this Act or the Judge of the County Court, and any and  
 12 all such Acts thus performed by the Fort Bend County Court of  
 13 Domestic Relations or the County Court of Fort Bend County shall  
 14 be valid and binding upon all parties to such cases, matters and  
 15 proceedings.

16 Sec. 11. Beginning on the date on which the Court of  
 17 Domestic Relations begins to function, as fixed by the order of  
 18 the Commissioners Court, the District Clerk of Fort Bend County,  
 19 who shall be the Clerk of the Court of Domestic Relations in all  
 20 matters wherein the Court of Domestic Relations has concurrent  
 21 jurisdiction with the District Courts of Fort Bend County, shall  
 22 file in the Court of Domestic Relations created by this Act all  
 23 cases involving adoptions and independent actions involving child  
 24 custody and support of minors, including cases under the  
 25 Reciprocal Support Act, all applications to change the names of  
 26 persons and all divorce cases. The County Clerk of Fort Bend  
 27 County shall be the Clerk of the Court of Domestic Relations in  
 28 all matters wherein the Court of Domestic Relations has concur-  
 29 rent jurisdiction with the County Court.

30 Sec. 12. The said Court of Domestic Relations shall be a  
 31 Court of record, shall sit and hold court in the county seat of  
 32 Fort Bend County, shall have a seal and maintain all necessary  
 33 dockets, records and minutes therein as herein provided. These  
 34 dockets, records and minutes shall be separate from the dockets,  
 35 records and minutes of the District Courts of Fort Bend County  
 36 and as provided hereinbefore with the County Judge of Fort Bend  
 37 County.

38 Sec. 13. It shall be the duty of the Probation Department,  
 39 the Sheriff, Constables and other law enforcement agencies of  
 40 the State of Texas and Fort Bend County and the cities thereof,  
 41 as well as Welfare Agencies, to furnish said Court of Domestic  
 42 Relations such services in the line of their respective duties  
 43 as shall be required by said Court and all Sheriffs and Con-  
 44 stables within the State of Texas shall render the same services  
 45 with reference to process and writs from said Court of Domestic  
 46 Relations as is required of them by law with reference to process  
 47 and writs from the District Courts, County Courts and Probate  
 48 Courts.

49 Sec. 14. The said Court of Domestic Relations and the  
 50 Judge thereof shall have the power to issue writs of habeas  
 51 corpus and mandamus, injunctions, restraining orders, orders of  
 52 sale, executions, writs of possession and restitution, and any  
 53 and all other writs as now or hereafter may be issued under the  
 54 laws of this State by District Courts and County Courts, when

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1 necessary or proper in cases or matters in which said Court of  
2 Domestic Relations has jurisdiction, and also shall have power  
3 to punish for contempt.

4 Sec. 15. There shall be two terms of the Fort Bend County  
5 Court of Domestic Relations each year, one beginning on the first  
6 Monday in January and continuing until the convening of the next  
7 regular term, and one beginning on the first Monday in July and  
8 continuing until the next regular term beginning the following  
9 January. The first term shall begin on the date the Court begins  
10 to function and shall continue until the convening of the next  
11 term thereof as above provided.

12 Sec. 16. The Judge of the Fort Bend County Court of  
13 Domestic Relations shall be a member of the Juvenile Board of  
14 Fort Bend County and receive as additional compensation thereof  
15 the same salary as paid by Fort Bend County to the District  
16 Judges of Fort Bend County for acting as members of the Juvenile  
17 Board. The Juvenile Board shall continue as now constituted with  
18 the same salary and authority as now provided by law.

19 Sec. 17. Upon adoption of the provisions of this Act, the  
20 Commissioners Court of Fort Bend County shall appoint a Judge of  
21 the Court of Domestic Relations, to serve until the next general  
22 election. ~~XX~~  
23 ~~XX~~  
24 ~~XX~~ At the general  
25 election in 1974 and every four years thereafter, the Judge  
26 shall be elected for a regular four-year term as provided in  
27 Section 30, Article V, and Section 65, Article XVI, Constitution  
28 of Texas. Any vacancy occurring in the office of the Judge of  
29 Fort Bend County Court of Domestic Relations shall be filled by  
30 the Commissioners Court of Fort Bend County, and the appointee  
31 shall hold office until the next general election and until his  
32 successor is duly elected and qualified.

33 Sec. 18. The Criminal District Attorney <sup>or County Attorney</sup> of Fort Bend  
34 County shall represent the State of Texas in all prosecutions and  
35 in all matters in the Fort Bend County Court of Domestic Rela-  
36 tions as provided by law for such prosecutions and matters in  
37 County Courts and in District Courts over which the Fort Bend  
38 County Court of Domestic Relations is by this Act given juris-  
39 diction and shall be entitled to the same fees as now prescribed  
40 by law in such matters.

41 Sec. 19. The Judge of the Fort Bend County Court of  
42 Domestic Relations may be removed from office in the same manner  
43 and for the same causes as any District Judge may be removed  
44 under the laws of this State.

45 Sec. 20. Except where a direct appeal is allowed to the  
46 Supreme Court, appeals in all civil cases from judgments and  
47 orders of said Court, including appeals from judgments and orders  
48 in probate matters, shall be to the Court of Civil Appeals as is  
49 now or may be hereafter provided for appeals from District and  
50 County Courts and in all criminal cases shall be to the Court of  
51 Criminal Appeals.

52 Sec. 21. The practice and procedure, rules of evidence,  
53 the drawing of jury panels, selection of juries, issuance of  
54 process and all other matters pertaining to the conduct of trials

1 and hearing in said Court shall be governed by provisions of this  
 2 Act and the laws and rules pertaining to District Courts, general  
 3 or special, as well as County Courts; provided that juries in  
 4 all matters civil or criminal shall always be composed of  
 5 twelve (12) members except that in misdemeanor criminal cases the  
 6 juries shall be composed of six (6) members, as well as six (6)  
 7 member juries in cases where this Court has concurrent jurisdic-  
 8 tion with the County Court as herein provided.

9 Sec. 22. Nothing in this Act shall diminish the jurisdic-  
 10 tion of the several District Courts and the County Court of  
 11 Fort Bend County, and such courts shall retain and continue to  
 12 exercise such jurisdiction as is now or may be hereafter con-  
 13 ferred by law and the jurisdiction given herein is concurrent  
 14 with the jurisdiction of said Courts.

15 Sec. 23. The Judge of the Fort Bend County Court of  
 16 Domestic Relations shall have authority to appoint a Court  
 17 Reporter in such cases as may be required by law, and in such  
 18 other cases as he shall deem it necessary to record and preserve  
 19 the testimony. Such Court Reporter shall be paid such salary  
 20 out of the general fund of the County as may be fixed by the  
 21 Commissioners Court. The Judge shall also have the power and  
 22 authority to appoint a court interpreter, in such cases as may  
 23 be necessary, who shall be paid such fees and compensation out  
 24 of the general fund of the County for such service as may be  
 25 fixed by the Judge and approved by the Commissioners Court. \*

26 Sec. 24. The Judge of the Fort Bend County Court of  
 27 Domestic Relations shall not appear as an attorney at law in any  
 28 court of record in this State nor shall he appear and practice as  
 29 an attorney at law in any county or Justice Court over which he  
 30 has original or appellate jurisdiction.

31 Sec. 25. In event of any inconsistency or conflict between  
 32 this Act and any other law, the provisions of this Act are con-  
 33 trolling. However, this Act is meant to be cumulative with  
 34 existing laws and is meant to be reconciled with existing laws  
 35 where possible.

36 Sec. 26. The importance of this legislation and the  
 37 crowded condition of the calendars in both houses create an  
 38 emergency and an imperative public necessity that the Constitu-  
 39 tional Rule requiring bills to be read on three several days in  
 40 each house be suspended, and this Rule is hereby suspended, and  
 41 that this Act take effect and be in force from and after its  
 42 passage, and it is so enacted.

43  
 44  
 45  
 46 \* Sec. 23 continued: "The Judge shall have the power to appoint  
 47 a stenographer, who shall be paid such compensation as may be  
 48 fixed by the Judge and approved by the Commissioners Court out of  
 49 the general fund of the county."  
 50  
 51  
 52  
 53  
 54

RE: APPROVE RESOLUTION TO CREATE A CRIMINAL DISTRICT ATTORNEY FOR FORT BEND COUNTY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the court approved the Resolution which is to be presented to the Legislature for approval, to create a Criminal District Attorney for Fort Bend County, as follows:

RESOLUTION

WHEREAS, there is a need for creation of a Criminal District Attorney for handling the crowded dockets of the courts of Fort Bend County, Texas, and

WHEREAS, the creation of such court is a function of the legislature of the State of Texas, and

WHEREAS, a proposed bill creating a Criminal District Attorney has been presented and considered by the commissioner's court of Fort Bend County, Texas, and a copy is attached hereto,

THEREFORE, BE IT RESOLVED that we, the commissioner's court of Fort Bend County, Texas, do request the legislature of the State of Texas to create an office of Criminal District Attorney for Fort Bend County, Texas by the adoption of a bill <sup>AS PRESENTED</sup> similar to the attached ~~bill~~ to bring relief to the congested court dockets of Fort Bend County, Texas.

Passed and entered this the 15<sup>th</sup> day of January, 1973.

Josh Gates  
Josh Gates, County Judge

Johnnie Pustka  
Johnnie Pustka, Commissioner Precinct 1

Ed Helwig  
Ed Helwig, Commissioner Precinct 4

Johnny Davis  
Johnny Davis, Commissioner Precinct 3

Paul Wenzel  
Paul Wenzel, Commissioner Precinct 2

## CREATION OF OFFICE; POWER AND DUTIES

### SECTION 1

There is hereby created the Constitutional office of Criminal District Attorney for Fort Bend County. It shall be the duty of the criminal district attorney, or his assistants, as provided herein, to be in attendance upon each term and all sessions of the district court of Fort Bend County. The criminal district attorney and his assistants shall have the right and it shall be and it shall be their primary duty to represent the State of Texas as in criminal and civil cases pending in the district court and inferior of Fort Bend County. He shall have and exercise in addition to the specific powers given and duties imposed upon him and his assistants by this act, all powers, duties, and privileges within Fort Bend County as are now by law conferred and which may hereafter be conferred on county attorneys and district attorneys in various counties and judicial districts of this state relative to criminal and civil matters for and behalf of the county and the State of Texas.

### QUALIFICATIONS; OATH; BOND

### SECTION 2

The criminal district attorney shall possess the qualifications and take the oath and give bond required by the constitution and laws of this state of other district attorneys.

### ASSISTANTS; APPOINTMENT; COMPENSATION; QUALIFICATIONS; REMOVAL

### SECTION 3

The criminal district attorney shall appoint a first assistant criminal district attorney and other assistants, appointed by the Criminal District Attorney and approved by the Commissioners Court, necessary to the proper performance of his official duties. The assistants shall be paid a salary to be determined and paid <sup>OUT OF</sup> ~~by the~~ *THE GENERAL FUND AS SET & APPROVED BY THE COMMISSIONERS COURT* Commissioners Court. The assistants shall be subjected to removals at the will of the criminal district attorney and shall be and are hereby authorized to perform by the criminal district attorney.

### STENOGRAPHER; APPOINTMENT; COMPENSATION REMOVAL

### SECTION 4

The criminal district attorney is hereby authorized to appoint stenographers who may or may not possess the qualifications per-

scribed by law for district and county attorneys, who shall perform the necessary stenographic work as may be assigned by the criminal district attorney, and who shall receive as compensation a salary set by the Commissioners Court payable out of the county funds. The stenographers shall be subject to removal at the will of the criminal district attorney.

#### EXPENSES

##### SECTION 5

Fort Bend County is hereby authorized to set aside each year a sum of money to be expended by the criminal district attorney in the preparation and conduct of criminal affairs of the office.

#### COMPENSATION

##### SECTION 6

The criminal district attorney shall be compensated for his services by the state in such manner and in such amount as may be fixed by the general law relating to the salary to be paid to district attorneys by the state, and in addition his salary may be supplemented by the Commissioners Court in such amount as it deems advisable, but in no event shall such supplemental salary be less than Fifteen Thousand Dollars (\$15,000.00) per year.

#### COUNTY ATTORNEY; INTERIM STATUS

##### SECTION 7

The present County Attorney of Fort Bend County shall fill the office of criminal district attorney herein created until January 1, 1977, and until his successor is elected and has qualified, unless a vacancy in the office of criminal district attorney shall occur by death, resignation, or other lawful cause, whereupon the remaining term of this office shall be filled in accordance with the law.

#### SEVERABILITY

##### SECTION 8

If any paragraph, phrase, clause, or section of this statute be held invalid, it shall not affect the balance of said statute, but it is expressly declared to be the intention of the Legislature that it would have passed the balance of said Act without such portion as may be held invalid.

#### EMERGENCY CLAUSE

There being no further business the Court adjourned at 2:00 P.M.

Josh Gates  
COUNTY JUDGE

ATTEST:

Ellen Macch  
(COUNTY CLERK)

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BE IT REMEMBERED: That on the 22nd day of January, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                            |
|----------------------|----------------------------|
| Josh Gates,          | County Judge               |
| Johnnie Pustka,      | Commissioner Precinct. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Precinct. # 2 |
| J. M. Davis,         | Commissioner Precinct. # 3 |
| Ed. H. Helwig,       | Commissioner Precinct. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the minutes of Special Session of January 15th, 1973 were approved.

RE: REQUEST TO HIGHWAY DEPARTMENT TO INSTALL LIGHTS ON NEW RIVER BRIDGE IN RICHMOND, TEXAS

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court requested the Highway Department to install lights on New River Bridge in Richmond, Texas.

RE: REQUEST TO HIGHWAY DEPARTMENT FOR WIDENING OF AVENUE I AND HIGHWAY 36

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court is requesting the Highway Department to widen Avenue I and Highway 36.

RE: ADVERTISE FOR BIDS TO PURCHASE 1 OR MORE TRUCKS FOR PRECINCT #1 AND FORT BEND COUNTY DRAINAGE DISTRICT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court ordered to advertise to purchase 1 or more Trucks for Precinct #1 and Fort Bend County Drainage District.

RE: MOTION TO TERMINATE CONTRACT WITH McCREARY & HUEY DELINQUENT TAX CONTRACT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court ordered to terminate the Delinquent Tax Contract with McCreary & Huey.

RE: TRANSFER OF CERTIFICATE OF TITLE ACCOUNT APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the sum of \$777.00 collected by Tax Assessor/Collector for Quarter ending December 1972, was transferred from Certificate of Title Account to Officer Salary Fund, was approved.

RE: APPROVE SALARY OF VETERAN'S SERVICE OFFICER

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Salary of \$550.00 per month for Veteran's Service Officer, Henry Kacal.

RE: APPROVE INCREASE IN SALARIES FOR PART TIME EMPLOYEES FORT BEND COUNTY LIBRARY

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the increase in Salaries for part time employees for Fort Bend County Library to be included in the 10% over all raise per each Department Head.

RE: EMPLOYMENT OF EMPLOYEE FOR THE FORT BEND COUNTY LIBRARY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the employment of Anita Anderson to work with the Bookmobile team, at a salary of \$1.75 per hour, effective January 23, 1973.

RE: ABANDONMENT OF UNUSED ROADWAYS IN BEHALF OF DON F. McMILLIAN

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court approved the Petition and Order Closing unused roads on the Don F. McMillian land, as follows:

PETITION SEEKING TO DISCONTINUE AND ABANDON  
UNUSED ROADS

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF FORT BEND COUNTY,  
TEXAS:

Comes now Don F. McMillian, hereinafter called  
Petitioner, and presents this his petition and request to the Honorable  
Commissioners Court of Fort Bend County, Texas, asking for the  
discontinuance and abandonment and closing of roadway strips that  
have never been used for road purposes, and in furtherance herewith  
said Petitioner further alleges and shows the following:

1. I own a tract of 336.73 acres of land, more or  
less, situated partly in Thomas Carraway Survey, Ab. 156, and partly  
in the Day Land and Cattle Company Survey, and more particularly described  
in deed from the Estate of L. D. Brown to Don F. McMillian  
dated 10 March, 1972, and appearing of record in Vol. 562, Page  
168 of the Fort Bend County Deed Records.

2. I hereby make application to declare abandoned and  
closed, the following abandoned road strips:

A. A 25 foot road way strip along the North side of a  
320 acre tract of land described in deed from J. G. Toland and wife,  
to W. C. Bridge, dated November 21, 1903, and recorded in Vol. 27;  
Page 61, of the Fort Bend County Deed Records.

B. A 20 foot road way strip along the East side of said  
Bridge 320 acre tract of land.

Because these abandoned road strips are now located in  
and a part of the 336.73 acre tract of land, more or less, acquired by  
me from the Estate of L. D. Brown, deceased, and a further description  
or explanation of said abandoned and non-used road strips is hereafter  
set out more in detail.

3. The purported reservation of said road strips by Mr.  
and Mrs. Toland was apparently a personal type of reservation and said  
purported roads were never actually laid out, dedicated or used at any  
time as a road or right of way in any manner.

4. The purported 25 foot road strip off of the North side of said 320 acre tract of land as well as the purported 20 foot road strip off of the East side of said tract of land, was never used as a public road or as a travel strip by anyone as the same was never graded, and there is no visible evidence that it was ever used or occupied as a road.

5. The grantee, W. C. Bridge and his successors in title continued to use the entire tract of land and continued in possession and claim thereof continuing in open and notorious possession and claim of the same to the exclusion of other persons; and there certainly were no roads at any time along the North and East side of said tract and the said L. D. Brown, or his estate and their predecessors in title continued in possession and claim of this land from sometime in the year 1903, up until this land was sold to me by the Brown estate on the 10th day of March, 1972, (being a period of approximately 69 years), and therefore established title thereto by virtue of the 5, 10 and 25 years Statutes of Limitation.

WHEREFORE, Premises considered the Petitioner asks the issuance of such notice as is required by law and for an appropriate hearing before the Honorable Commissioners Court in Fort Bend County, Texas, and at any such hearing, that such purported abandoned and non-used roads be declared officially abandoned and that he prays and asks for such other and further orders as the said Commissioners Court may deem proper to enter herein.

DATED AND EXECUTED this 30 day of November, 1972.

*Don F. McMillian*  
DON F. McMILLIAN, Petitioner

ROANE AND SCHWARTZ  
Attorneys for Petitioner,  
2208 Avenue H,  
Rosenberg, Texas, 77471

By *Geo. G. Roane*  
Geo. G. Roane

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Don F. McMillian, this 30 day of November, 1972, to certify which witness my hand and seal of office.

FILED

DEC 7 - 1972

*Ellen Macek*

COUNTY CLERK, Fort Bend County, Texas

*Barbara Gibson*  
NOTARY PUBLIC IN AND FOR  
FT BEND COUNTY, TEXAS.

We, the undersigned free holders in the area where said purported roads are located, do hereby join Don McMillian, in the foregoing petition, asking that said roads be abandoned or discontinued.

WITNESS OUR HANDS, this 30 day of November, 1972.

Don McMillian  
 Ralph H. Homan  
 - L. H. Homan  
 C. D. Caldwell  
 John W. Caldwell  
 (H. D. Caldwell)  
 J. E. Caldwell  
 Leland H. Homan  
 Geo & Moore

ORDER FOR NOTICE IN PETITION TO ABANDON OR  
CLOSE PURPORTED ROADS

On this 7th day of December, 1972, the  
petition of Don F. McMillian <sup>AND OTHER Freeholders</sup> seeking an order or action of the  
Commissioners Court of this County to abandon, discontinue or  
order closed two purported road ways on the Don F. McMillian land,  
and said petition appearing to be in proper form, the County Judge,  
as presiding officer of said Commissioner's Court does hereby  
order and direct that the following notices be given of said  
petition, to-wit:

(1) The same shall be published in a newspaper of general circula-  
tion in this county, said publication to be at least 20 days prior  
to the date of submitting the same to said Commissioner's Court for  
hearing; and,

(2) The same shall be posted at the courthouse door of this county,  
and at two other public places in the vicinity of said purported  
roads, at least 20 days prior to the date of submitting the same to  
the said court for hearing.

The County Clerk is hereby ordered and directed  
to issue a notice accordingly and have the same published and posted  
as herein provided.

~~COMMISSIONER'S COURT OF~~  
~~FORT BEND COUNTY, TEXAS~~

By Josh Satter  
County Judge

PROOF OF PUBLICATION AND POSTING OF NOTICE  
TO ABANDON ROADWAYS

THE STATE OF TEXAS :  
COUNTY OF FORT BEND :

The undersigned parties, after being by me duly sworn,  
did each upon their oath depose and say:

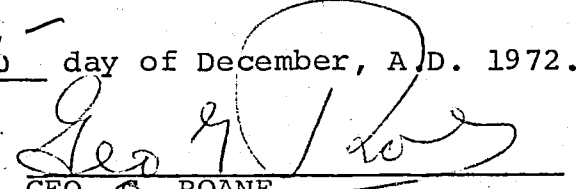
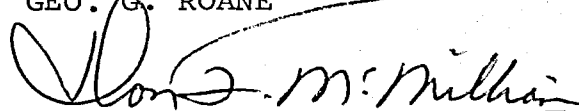
I, Geo. G. Roane, Attorney for the applicant, Don F. McMillian, hereby states that he filed the Petition to abandon said roads, with the County Judge, Josh Gates, on 7 December, 1972, and the Judge, as a presiding member of the Commissioner's Court, ordered and directed that notice of such application be given by publishing the same for one issue in a newspaper of general publication in this County, and by posting same at three places in Fort Bend County, one of which shall be at the Courthouse door.

I, the said Geo. G. Roane, do hereby affirmatively say that I attended to the matter of seeing that said notice was published in The Herald-Coaster, a newspaper of general circulation in this County, and I will attach hereto a printed proof of said publication.

I personally attended to the matter of the posting of said notice at the Courthouse door at Richmond, Texas, on 7 December, 1972, and I forwarded the other two notices to Don F. McMillian, and he posted the same in the manner hereinafter shown.

And I, the said Don F. McMillian, do hereby affirmatively say that I personally attended to posting two of the notices to abandon such roads, one of such notices being posted on the post along Highway FM 1463, either at or in the immediate area where the said roadways are located, and the other I posted at <sup>Ms.</sup> Post Office - Fulshear, Texas.

WITNESS OUR HANDS this <sup>11<sup>th</sup></sup> 15 day of December, A.D. 1972.

  
GEO. G. ROANE  
  
DON F. McMILLIAN

## NOTICE

### NOTICE TO DISCONTINUE OR ABANDON UNUSED ROADWAYS

#### TO WHOM IT MAY CONCERN:

This is to give notice officially, that Don F. McMillian and 8 others have filed an application with the Honorable Commissioners Court of Fort Bend County, Texas, seeking abandonment, discontinuance and closing of the following roadway strips, which were purportedly described as roadway strips in the year 1903, but never have actually been used as a road in any manner by the public or anyone else, and which said purported roadway strips, are out of and a part of the Don McMillian 336.73 acres tract of land situated partly in the Thomas Carraway Survey, Ab. 156, and partly in the Day Land and Cattle Company Survey, and more particularly described in deed from the Estate of L. D. Brown to Don F. McMillian dated 10 March, 1972, and appearing of record in Vol. 562, Page 108, of the Fort Bend County Deed Records, and are described as follows:

A. A 25 foot road way strip along the North side of a 320 acre tract of land described in deed from J. G. Toland and wife, to W. C. Bridge, dated November 21, 1903, and recorded in Vol. 27, Page 61, of the Fort Bend County Deed Records.

B. A 20 foot road way strip along the East side of said Bridge 320 acre tract of land.

and the reasons, valid in law, to sustain or authorize said Commissioners Court in abandoning, discontinuing or closing said purported roadway strips, are as follows:

(a) The reservation of same by W. C. Bridge in his deed to J. G. Toland and wife, dated November 21, 1903, was apparently some type of personal reservation by said Bridge for the use of said so-called roadway strips, for ingress and egress purposes; and thereafter, neither the said W. C. Bridge, nor anyone acting under him, ever used said roadway strips, as a road, or for ingress or egress purposes.

poses, or in any manner.  
 (b) Thereafter the said J. G. Toland grantee in the deed from W. C. Bridge, and his successors in title, through the years, up to and including the present owner Don F. McMillian have continued in open and notorious possession and claim thereof, and at no time has their possession or claim of said land, been disturbed in any manner; and therefore any said purported road strips were never laid out, and never used at any time for road purposes, and if the same were never effective they were abandoned, by non-use as no one has ever used said purported road strips, for about 69 years.

Notice is hereby given to the public generally and to anyone interested in said purported road strips, that the petitioner, Don F. McMillian has filed his said petition to said Commissioner's Court, and will present to said court, for hearing and determining, the matter of declaring that such purported road strips have been abandoned by non-use and for an order abandoning and discontinuing the same, in favor of the said applicant, and for such other relief and orders in connection therewith, in favor of said applicant.

Ella Macek  
 COUNTY CLERK OF FORT  
 BEND COUNTY, TEXAS,

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

(SEAL)

### PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS, }  
 County of Fort Bend. }

On this 27 day of December A. D. 1972, personally appeared before the undersigned, a Notary Public in and for said county and state, Richard L. Barton

\_\_\_\_\_  
 Publisher of The Herald-Coaster, a newspaper published at Rosenberg, County of Fort Bend, State of Texas, who, being by me duly sworn, on oath, states that the advertisement, a true copy of which is hereto annexed, was published in said newspaper in 1 issues thereof on the following dates December 12, 1972

\_\_\_\_\_  
 A. D. 19 72.

Subscribed and sworn to before me, this the 27 day of December

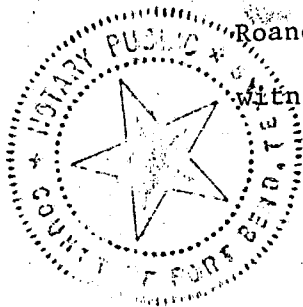
\_\_\_\_\_  
 A. D. 19 72.

Suella Morehead  
 Notary Public in and for Fort Bend County, Texas

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Geo. G.

Roane, this 15 day of December, A.D. 1972, to certify which

witness my hand and seal of office.

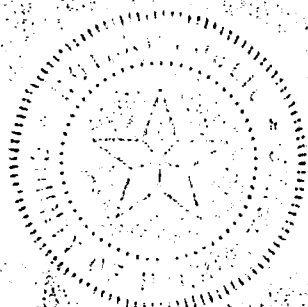


Barbara Gibson  
NOTARY PUBLIC IN AND FOR  
FORT BEND COUNTY, TEXAS.

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Don F.

McMillian, this 11 day of December, A.D. 1972, to certify which

witness my hand and seal of office.



Andrew  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

## ORDER CLOSING UNUSED ROADS

THE STATE OF TEXAS

X

COUNTY OF FORT BEND

X

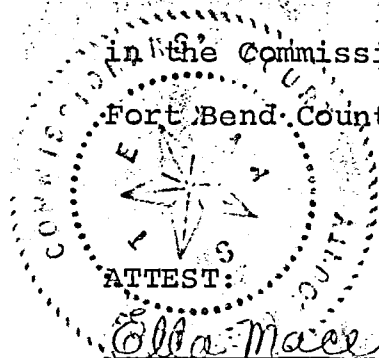
On this 22 day of January, 1973, came on to be heard, the application of Don F. McMillian, and others to discontinue or close unused roads and it appearing that the application was properly filed and due notice given thereof by publication in the newspaper and by posting at the courthouse door and two other places in the vicinity of said lands, and the court now finding that said road strips were never actually laid out or used as roads and that the same have been enclosed within the fence lines of the McMillian tract and that Don F. McMillian and his predecessors in title, have continuously had said land under fence for more than twenty years, and that at no time during said period were said road strips ever used, as a road and that there is no public need or necessity for the same.

On motion of Commissioner ED HELWIG, and seconded by Commissioner JOHN M. DAVIS, and duly acted on and approved by the entire Commissioner's Court, it is hereby Ordered that said application of the said Don F. McMillian is granted and that the following road strips are hereby declared abandoned and closed:

A. A 25 foot road way strip along the North side of a 320 acre tract of land described in deed from J. G. Toland and wife, to W. C. Bridge, dated November 21, 1903, and recorded in Vol. 27, Page 61, of the Fort Bend County Deed Records.

B. A 20 foot road way strip along the East side of said Bridge 320 acre tract of land.

IN WITNESS WHEREOF said Commissioner's Court has caused this order to be signed by the County Judge and ordered to be recorded in the Commissioner's Minutes of the Commissioner's Court and on the Fort Bend County Deed Records.



ATTEST:

Elva Macer  
County Clerk and Clerk of  
said Commissioner's Court.

COMMISSIONER'S COURT OF FORT BEND  
COUNTY, TEXAS.

By Josh Gates  
Josh Gates, County Judge

## COUNTY TREASURER'S BOND REPORT

JANUARY 1973

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1962

|   |             |             |
|---|-------------|-------------|
| Outstanding 1-1-1973 - - -                | \$23,162.50 |             |
| 6 Int. Coupons No. 19 Off Bds. 42 thru 47 |             | \$ 487.50   |
| at \$81.25                                |             |             |
| 6 Int. Coupons No. 20 Off Bds. 42 thru 47 |             | \$ 487.50   |
| at \$81.25                                |             |             |
| Remitted for 4 Bonds Nos. 12 thru 15      |             | \$20,000.00 |
| at \$5,000.00                             |             |             |
| Remitted for 14 Coupons No. 21 Off        |             | \$ 1,050.00 |
| Bonds 12 thru 24 & #29 at \$75.00         |             |             |
| Remitted for 14 Coupons No. 21 Off Bds.   |             | \$ 1,137.50 |
| 35 thru 48 at \$81.25                     |             |             |
| Received 6 Coupons No. 20 Off Bonds Nos.  |             | \$ 487.50   |
| 42 thru 47 at \$81.25                     |             | \$22,675.00 |
| Amount to Balance                         |             |             |
|   | \$23,162.50 | \$23,162.50 |

|   |  |             |
|---|--|-------------|
| 6 Int. Coupons No. 19 off Bds. 42 thru 47 |  | \$ 487.50   |
| at \$81.25                                |  |             |
| 4 Bonds Nos. 12 thru 15 at \$5,000.00     |  | \$20,000.00 |
| 14 Coupons No. 21 Off Bds. 12 thru 24     |  | \$ 1,050.00 |
| & 29 at \$75.00                           |  |             |
| 14 Coupons No. 21 Off Bds. 35 thru 48     |  | \$ 1,137.50 |
| at \$81.25                                |  |             |
|   |  | \$22,675.00 |

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

|   |      |              |
|---|------|--------------|
| Outstanding 1-1-1973 - - -              | None |              |
| Remitted for 22 Bonds Nos. 127 thru 148 |      | \$110,000.00 |
| at \$5,000.00                           |      |              |
| Remitted for 44 Coupons No. 14 Off Bds. |      | \$ 3,795.00  |
| 127 thru 170 at \$86.25                 |      |              |
|   |      | \$113,795.00 |

## FT. BEND COUNTY TIME WARRANTS, SER. 1969

Outstanding 1-1-1973 - - -None

## ROAD DISTRICT NO. 4 SER. 1940 BOND

|   |          |
|---|----------|
| Outstanding 1-1-1973 - - -                | \$ 50.00 |
| 2 Coupons No. 77 Off Bonds Nos. 166 & 167 |          |
| at \$25.00                                | \$ 50.00 |

## ROAD DISTRICT NO. 8 SER. 1927 BOND

|  |           |
|--|-----------|
| Outstanding 1-1-1973 - - -               | \$110.00  |
| 4 Coupons No. 59 off Bonds Nos. 210-212- |           |
| 214-216 at \$27.50                       | \$ 110.00 |

## County Treasurer's Bond Statement

JANUARY 1973

FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1962

Dated 8-1-1962 Due 8-1-1972

Received 6 Int. Coupons No. 20 off Bonds

Nos. 42 thru 47 at \$ 81.25

\$ 487.50

5

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There being no further business, the Court adjourned at 1:45 o'clock P.M.

*Josh Gates*

COUNTY JUDGE

ATTEST

*Ella Mack*

COUNTY CLERK

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SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 5th day of February, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

Josh Gates,

County Judge

Johnnie Pustka,

Commissioner Prect. # 1

Paul R. Wenzel, Jr.,

Commissioner Prect. # 2

J. M. Davis,

Commissioner Prect. # 3

Ed. H. Helwig,

Commissioner Prect. # 4

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of January 22nd, 1973, were approved.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the court approved the application for Soil Conservation work for Richmond Rice Association by James H. Pate.

RE: ADVERTISE FOR BIDS FOR 1 AMBULANCE FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court ordered to advertise for bids for 1 ambulance for the Fort Bend County Ambulance Service.

RE: ACCEPTED BID FOR 1 CAR FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, Commissioner Johnnie Pustka, abstained, and duly passed, the Court accepted the bid of Joe Denton Buick for a 1973 LaSabre in the amount of \$4223.88 less trade-in --\$3623.88

RE: DISTRIBUTION OF REVENUE SHARING MONIES

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court agreed that out of the \$488,000.00 in the Fort Bend County Revenue Sharing Trust Fund, that \$100,000.00 be designated to each Precinct and the rest to be left in Fort Bend County Revenue Sharing Trust Fund for other use.

RE: MOTION TO RECORD SALARIES FOR COUNTY EMPLOYEES FOR 1973

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, approved to record the salaries for County Employees for 1973, as follows:

## SALARIES 1973

| General Fund          | SALARY         | TRAVEL |
|-----------------------|----------------|--------|
| Murphy Hampton        | \$56.87 a week | \$     |
| Johnnie Mae Greenwood | 57.75          | "      |
| Lonzell Gardner       | 69.30          | "      |
| Harding Gamble        | 69.30          | "      |
| Joyce Tompkins        | 1275.00        |        |
| Sidonia Parchman      | 550.00         |        |
| Carrol G. Taylor      | 550.00         |        |
| Phyllis Morris        | 440.00         |        |
| G.P. Hardy, Jr.       | 175.00         |        |
| T.M. Gup-ton          | 175.00         |        |
| Josh Gates            | 100.00         |        |
| Thelma Harrington     | 112.75         |        |
| Elizabeth Deitsch     | 95.78          |        |
| Alfred E. Dobson, Jr. | 598.95         |        |
| Marseilliase Hall     | 508.20         |        |
| Elmer Craig Zimmerman | 990.00         |        |
| Betty Zimmerman       | 330.00         |        |
| Larry Lynn Spillers   | 625.00         |        |
| Stephen C. Klemann    | 595.00         |        |
| Joe Hollingsworth     | 300.00         |        |
| Charles Linton        | 595.00         |        |
| James Matlock         | 595.00         |        |
| Gordon L. Carter      | 595.00         |        |
| Bob E. Heitmann       | 762.30         |        |
| Helen Lois Whitten    | 387.20         |        |
| R.I. Worthington      | 262.71         |        |
| Dorothy A. Gawenka    | 262.71         |        |
| Ronnie Lindsey        | 214.31         |        |
| Susan Zatopek         | 183.51         |        |
| Georgiana Thomas      | 172.51         |        |
| Alice L. Kirkpatrick  | 401.50         |        |
| Edith Harrington      | 412.50         |        |
| Ruby Weathers         | 412.50         |        |
| Frank C. Dusak        | 363.00         |        |
| Cassie Jo Waller      | 505.78         |        |
| Henry Kacal           | 550.00         |        |
| Bailey Anderson       | 151.80         |        |
| Marilyn Johnson       | 450.00         |        |
| Jury Fund             |                |        |
| Whit Waide, Jr        | 244.77         |        |
| Max Luedtke           | 244.77         |        |
| Library Fund          |                |        |
| A. Lucille Lowrie     | 770.00         |        |
| Lillie Stavinoka      | 535.00         |        |
| Myra Pyka             | 485.00         |        |
| Lenora Hart           | 440.00         |        |
| Dorothy Ann Mazyn     | 360.00         |        |
| Fern Albright         | 360.00         |        |
| Marianne Kettler      | 315.00         |        |
| Virginia Wuthrich     | 198.00         |        |
| Jane Garcia           | 160.00         |        |
| Tillie Oldog          | 120.00         |        |
| Michael Enax          | 250.80         |        |
| Danny Silhary         | 241.30         |        |
| Anita June Anderson   | 12.25          |        |
| Marianne Kettler      | 28.00          |        |
| Patsy McKinney        | 21.60          |        |

## SALARIES 1973 cont

| <u>Road &amp; Bridge General</u> | <u>SALARY</u> | <u>TRAVEL</u> |
|----------------------------------|---------------|---------------|
| Johnnie Pustka                   | \$1250.00     | \$150.00      |
| Paul Wenzel, Jr                  | 1250.00       | 150.00        |
| J.M. Davis                       | 1250.00       | 150.00        |
| Ed H. Helwig                     | 1250.00       | 150.00        |
| <br><u>Officers Salary Fund</u>  |               |               |
| Josh Gates                       | 1250.00       | 150.00        |
| Milady Clay                      | 568.70        | 25.00         |
| Ella Macek                       | 1250.00       |               |
| Pearl Ellett                     | 605.00        |               |
| Lorine Burns                     | 508.20        |               |
| Doris Wolf                       | 508.20        |               |
| Diana Enax                       | 393.25        |               |
| Lillie Richter                   | 381.15        |               |
| Betty Engelhardt                 | 381.15        |               |
| Pat L. Walzel                    | 330.00        |               |
| Bennie Sweatt                    | 330.00        |               |
| Clara Okruhlik                   | 330.00        |               |
| Betty J. Hanzelka                | 1275.00       | 100.00        |
| Genevieve Christian              | 623.15        |               |
| Lily Ruth Candler                | 574.75        |               |
| Mabel I. Macik                   | 508.20        |               |
| Lola Henry                       | 502.15        |               |
| Jewell Lowrey                    | 429.55        |               |
| Marylou Freeze                   | 441.65        |               |
| Evelyn Ann Milby                 | 419.87        |               |
| Rosa Linda Hartfield             | 385.00        |               |
| Dorothy Crank                    | 363.00        |               |
| Brenda Kay White                 | 330.00        |               |
| Loretta Fink                     | 330.00        |               |
| Ruth Elster                      | 363.00        |               |
| Catherine Straznicki             | 330.00        |               |
| M. Elizabeth Williams            | 1250.00       | 50.00         |
| Leona Lorosa                     | 230.00        |               |
| Elaine Ann Metz                  | 186.35        |               |
| Charles A. Dickerson             | 1250.00       |               |
| Barbara Jean Mensik              | 520.30        |               |
| Zora Dell Cole                   | 1250.00       | 50.00         |
| Lydia Eicher                     | 550.00        |               |
| Borothy Baca                     | 495.00        |               |
| Lucille Brown                    | 385.00        |               |
| R. L. Gaston                     | 1250.00       |               |
| Ervin Hurta                      | 925.00        |               |
| George C. Ransom                 | 750.00        |               |
| Robert Ross                      | 725.00        |               |
| Jon Farrar                       | 725.00        |               |
| M. E. Dennis                     | 715.00        |               |
| Harold W. Srygler                | 685.00        |               |
| Henry Hejl                       | 660.00        |               |
| A. J. Ramos                      | 660.00        |               |
| Tony A. McClure                  | 660.00        |               |
| Harold Barron                    | 660.00        |               |
| Ricky McInvale                   | 660.00        |               |
| James Herbert Owens III          | 660.00        |               |
| C. F. Jimney                     | 660.00        |               |
| Leo V. Butler                    | 466.62        |               |
| William Mullens                  | 445.41        |               |
| Clyde W. Shelton                 | 360.57        |               |
| Ephnnie Rose                     | 352.07        |               |
| Levi McDonald                    | 660.00        |               |
| Alva McGill                      | 660.00        |               |
| Dale Myers                       | 630.00        |               |
| Jonathan G. Johnson              | 660.00        |               |
| Eugene Balis                     | 660.00        |               |
| Howard Hobson                    | 660.00        |               |
| William A. Duke                  | 660.00        |               |
| Kenneth Neal                     | 195.60        |               |
| Jowayne R. Gold                  | 545.00        |               |
| Jean Pochyla                     | 500.00        |               |
| Virgie Faye Murphy               | 350.00        |               |
| Benjamin K. Fullington           | 660.00        |               |
| Walter Bothe                     | 250.00        |               |
| R. A. Roberts                    | 125.00        |               |
| J. R. Hardin                     | 85.00         |               |
| George Morales                   | 125.00        |               |

Con't. Officers Salary Fund

|                   |        |
|-------------------|--------|
| Alford Renfrow    | 55.00  |
| Charlie Roberts   | 65.00  |
| A. E. Dobson, Jr. | 45.00  |
| Linda Lou Miller  | 172.22 |
| Charles M. Harris | 700.00 |
| Wesley Oberhoff   | 360.00 |
| Julian Court      | 441.65 |
| Wm. Warren Dozier | 235.95 |
| Guy N. Wynn       | 538.45 |
| Marvin J. Geick   | 538.45 |
| T. R. Roane       | 538.45 |
| Robert Womack     | 538.45 |
| Carl B. Bentley   | 538.45 |
| Annie Louise Gold | 381.15 |

RE: APPROVE SOUTHWESTERN BELL TELEPHONE COMPANY PERMIT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the Notice of proposed installation of Buried Cable and/or Conduit for Southwestern Bell Telephone Company Permit, as follows:

NOTICE OF PROPOSED INSTALLATION  
OF BURIED CABLE AND/OR CONDUIT

TO THE HONORABLE COMMISSIONERS COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this, the 28 day of December, 1972, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads rights-of-way in Fort Bend County for the purpose of constructing, maintaining, and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

Beginning at the intersection of Highway 36 South and Kama Road beginning at the northeast corner and extending parallel to the north right of way line for a distance of 270 feet. Cable to be placed within 8 feet of the north right of way line on Kama Road. Then beginning at a point 4,080 feet east on Kama Road extending buried cable for a distance of 367 feet parallel to and within 8 feet of the south right of way line. Cable to be placed at a minimum depth of 24 inches.

All road crossings to be by bore method.

This work is in connection with the widening of Kama Road.

INSERT → *Southwestern Bell to Notify the County Commissioners in the Precinct 48 hours before beginning work, and to Notify Commissioners when work is complete.* Signed: E. M. Watson, Eng.  
For S.W.B. Tel. Co. 1-24-73.

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

## APPROVAL

IN THE COMMISSIONERS' COURT \_\_\_\_\_ FORT BEND COUNTY, TEXAS

ON THIS, THE 5th DAY OF February, 1978, on motion duly made, seconded and passed by the Commissioners' Court of Fort Bend County, Texas, and spread on its minutes, the above request of Southwestern Bell Telephone Company is hereby approved (so far as the County is able to do so) to lay, maintain, repair and operate a cable and/or conduit under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said request on file in the County Judge's Office; upon the condition and agreements of said Southwestern Bell Telephone Company, said cable and/or conduit is to be laid, operated, repaired and maintained so as to not interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, and to relocate or change at Southwestern Bell Telephone Company's risk and expense as directed by the Commissioner's Court upon reasonable notice, and to save the County, each of its Commissioners and the Drainage District harmless from any cause of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

BY \_\_\_\_\_

*Josh Gator*  
County Judge

Approved As to Law  
Legal Dept.  
South Texas Area  
*JLB*  
Attorney

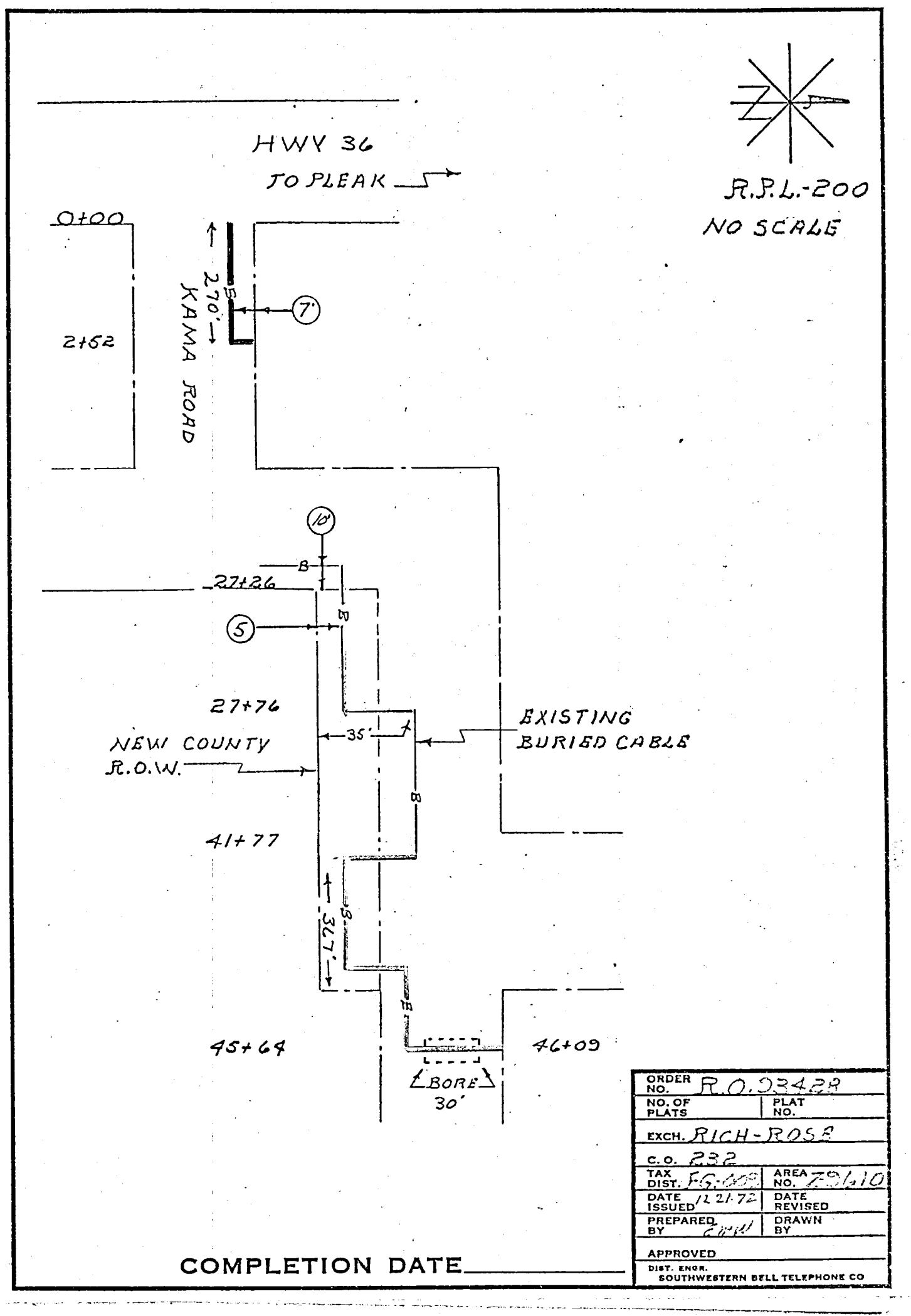
The undersigned further agrees to obey all rules of the County Commissioners' and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance, or operation of said cable and/or conduit.

The undersigned representative of said Company has full authority to bind said Company hereto.

SOUTHWESTERN BELL TELEPHONE COMPANY

BY E. M. Watson  
For E. M. Watson District Engineer

Approved As to Law:  
Legal Dept.  
South Texas Area  
J. H. Jolley  
Jolley



RE: MOTION TO ACCEPT AGREEMENT ON DRAINAGE EASEMENTS IN CONDEMNATION PROCEEDINGS  
#2723 and #2724

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court agreed to accept the Agreement between the Fort Bend County Drainage District, Minnie Brown and Sidney J. Brown in two Condemnation suits pending in County Court of Fort Bend County No. 2723 and No. 2724 and Order dismissing same, as follows:

THE STATE OF TEXAS     §

COUNTY OF FORT BEND     §

Be it remembered that on the 5th day of February, 1973, the Directors of the Fort Bend County Drainage District, composed of members of Commissioners Court of Fort Bend County, Texas, at an open meeting with Minnie Brown and Sidney J. Brown settled all matters between the parties in the following manner, to-wit:

1.

Fort Bend County Drainage District, Minnie Brown and Sidney J. Brown agree that the two condemnation suits pending in County Court of Fort Bend County, No. 2723, and No. 2724, shall be dismissed and all accrued costs are to be adjudged against Fort Bend County Drainage District. The money deposited in registry of Court by Fort Bend County Drainage District at the time of taking possession of land in suit No. 2724 against Minnie Brown, and in suit No. 2723 against Sidney J. Brown, is to be released from registry by land owners and funds are to be returned to the proper fund of the Fort Bend County Drainage District. Proper orders of dismissal shall be entered in the minutes of the County Court of Fort Bend County, Texas, in each suit.

2.

Minnie Brown and Sidney J. Brown, have this day executed and delivered to Fort Bend County Drainage District acceptable drainage easements which are hereby incorporated by reference into this agreement and attached hereto as Exhibits "A" and "B", and said easements of Minnie Brown and Sidney J. Brown are to be placed in the minutes of Commissioners Court of Fort Bend County, Texas, along with this agreement.

3.

This agreement is in the nature of a compromise and all matters in controversy between the parties are hereby settled and the Drainage District agrees to pay Minnie Brown the sum of \$ 2100.00 Dollars and Sidney J. Brown the sum of \$ 2375.00 Dollars and directs the proper authorities to issue warrants from funds of the District in the above amounts to them.

Witness our hands, this the 5th day of February, A. D., 1973.

GOVERNING BODY OF  
FORT BEND COUNTY  
DRAINAGE DISTRICT:

Minnie Brown  
Minnie Brown

Sidney J. Brown  
Sidney J. Brown

Josh Gates  
Josh Gates, County Judge

Johnnie Pustka  
Johnnie Pustka, Commissioner,  
Precinct No. 1

Paul Wenzel, Jr.  
Paul Wenzel, Jr., Commissioner,  
Precinct No. 2

Johnnie M. Davis  
Johnnie M. Davis, Commissioner,  
Precinct No. 3

Ed Helwig  
Ed Helwig, Commissioner,  
Precinct No. 4

5

The signing of this agreement on behalf of Fort Bend County Drainage District was authorized by resolution and vote of Board of Directors of said District and was unanimously adopted at a meeting held on the 5th day of February, A.D., 1973.

Ella Macek  
Ella Macek, County Clerk

By Pearl Elliott, Deputy

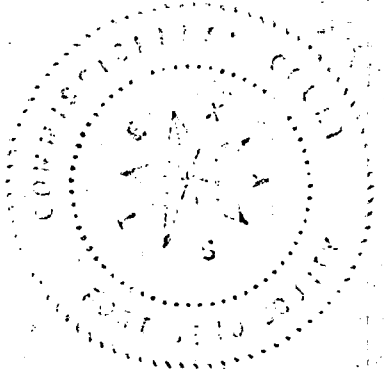


EXHIBIT "A"

THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §     KNOW ALL MEN BY THESE PRESENTS:

That the undersigned: MINNIE BROWN, a feme sole, of Fort Bend County, Texas, whose address is as shown above hereinafter called GRANTOR, (whether one or more) for and in consideration of Ten (\$10.00) Dollars and other good and valuable considerations paid by GRANTEE, and for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage channel and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby GRANTS, BARGAINS, SELL AND CONVEYS unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right-of-way and easement for the purpose of construction maintaining, operating, repairing and re-constructing a drainage channel, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The District shall have an easement of a width of 80 feet for the construction and operation of the actual drainage channel extending at right angles on the left side of center line or thread of Big Creek going upstream of the following line and course across said land, to-wit:

Beginning at the point where the center line or thread of Big Creek intersects the East line of Grantor's land, which is the common boundary line of Joseph Polley and Samuel Pharr 1/4th Leagues;

THENCE going upstream as such center line or thread of Big Creek forms the Northerly boundaries of Minnie Brown's 48.2 acre and 46 acre tracts of land to the West line of said 46 acre tract and East line of T. A. Brown's 45.75 Acre tract, all located in Samuel Pharr 1/4th League, Abs. No. 69, Fort Bend County, Texas.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated materials, operate machinery and do any necessary clearing upon the premises of Grantor's on an

additional strip of land 80 feet wide immediately adjoining and adjacent to the 80 foot easement on the 48.2 acre and 46 acre tracts of land which is more particularly described in deed from Sidney J. Brown to Minnie Brown recorded in Vol. No. 314, Page No. 196 of Deed Records of Fort Bend County, Texas.

The District shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage channel right-of-way, provided, however, said right of ingress and egress of the DISTRICT shall be limited to the said right-of-way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said channel right-of-way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage channel.

The District agrees that during the life of this easement to repair all damages to roads, passageways, bridges and fences, resulting from DISTRICT'S use of said right-of-way easement, and to restore the same to the previously existing condition as near as possible.

In addition to all other rights which are reserved to GRANTOR, as a matter of law, there are expressly reserved to said GRANTOR HEREIN, her heirs and assigns, each and all of the following rights with reference to the above described property covered by the easement or right-of-way herein conveyed:

(a) GRANTOR shall have the right to extend roads, passageways and/or bridges across the easement or right-of-way so long as the same do not obstruct the natural flow of water along the said easement or right-of-way.

(b) DISTRICT shall not acquire any interest in or to oil, gas, or other minerals that may be under the easement or right-of-way.

(c) There shall be reserved to GRANTOR the right to use the facilities offered by the drainage channel for the disposal of surface waters or any excess waters collecting upon GRANTOR'S land, and in such connection GRANTOR shall have the right in the manner provided by law, at her own expense to construct and provide ditches, drains and laterals connecting her lands or portions thereof with the drainage channel. And GRANTOR reserves the privilege and right to spread and the use of the spoil dirt and excavated materials within or outside of easement except as to the 80 foot channel part of easement.

(d) There is reserved to GRANTOR, her heirs and assigns all of the riparian rights to water of Big Creek and the right to take water out of the bed of said stream, and to conduct it by means of pipes or flumes through and across the lands covered by this easement hereby granted, so long as such does not damage or impair the use of the easement or right-of-way for the purpose for which same is hereby conveyed.

(e) There shall be reserved to GRANTOR, her successors and assigns, all such hunting and fishing rights as may be vested in her by law.

(f) GRANTOR shall have the right to use all or any part of the described property for any other or further purpose that does not damage or injure the use of the aforesaid easement or right-of-way for the purpose for which the same is herein conveyed.

The DISTRICT agrees to construct on said right-of-way, fences or water gates, adequate to contain livestock at the place where Big Creek enters GRANTOR'S land and at the place where it leaves said land, such fences or other obstructions to be connected with existing fences of GRANTOR'S which intersect the easement. Other than as aforementioned, the DISTRICT shall at no time erect or place fences upon the property covered by this easement without consent of GRANTOR. GRANTOR reserves the right to construct and maintain a fence anywhere outside of a line 18 feet from the outer edge of the 80 foot channel easement.

In case, during the life of this easement, the DISTRICT, its' agents or employees, in its' exercise of the rights and authority conferred and obligations imposed by this easement shall by negligent acts or negligent omissions, or by wrongful acts, cause damage, to GRANTOR, her heirs, tenants or assigns, the DISTRICT shall be liable and shall compensate such injured party or parties for such damage.

The Drainage District by acceptance of this easement and the recording of it in the minutes of Commissioners Court and the Deed Records of Fort Bend County, Texas, agrees for itself and its' successors or assigns that it has full power and authority to bind and obligate itself or its' successors or its' assigns for the full performance or any and all conditions, covenants and provisions contained herein and imposed thereon for benefit of GRANTOR, her heirs or assigns, otherwise this instrument granting the easement shall be void and of no force and effect.

It is agreed that if at a future time the DISTRICT, its' successors or assigns, shall permanently cease to use said drainage channel right-of-way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right-of-way above described, together with all rights and interest held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, her heirs or assigns.

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

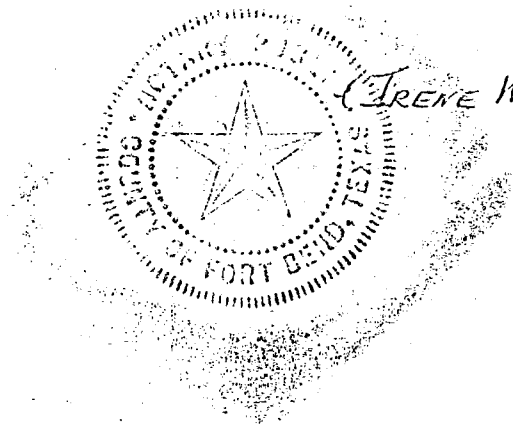
EXECUTED this the 1st day of February, A. D., 1973.

Minnie Brown  
MINNIE BROWN

THE STATE OF TEXAS,     §  
COUNTY OF FORT BEND.     §

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared MINNIE BROWN, a feme sole, 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 1<sup>st</sup> day of February, A. D., 1973.



Irene Wleczysk  
NOTARY PUBLIC IN AND FOR  
FORT BEND COUNTY, TEXAS.

EXHIBIT "B"

THE STATE OF TEXAS

I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

I

That the undersigned: SIDNEY J. BROWN, a single man, of Fort Bend County, Texas, whose address is as shown above, hereinafter called GRANTOR, (whether one or more) for and in consideration of Ten (\$10.00) Dollars and other good and valuable considerations paid by GRANTEE, and for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby GRANTS, BARGAINS, SELLS and CONVEYS unto said Fort Bend County Drainage District, a corporation, (hereinafter called the District), of Fort Bend County, Texas, a right-of-way and easement for the purpose of construction, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR, along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The District shall have an easement of a width of 80 feet for the construction and operation of the actual drainage channel extending at right angles on the right side of center line or thread of Big Creek going upstream of the following line and course across said land, to-wit:

Beginning at the point where the center line or thread of Big Creek intersects the East Line of Grantor's land, which is the common boundry line of Joseph Polley and Samuel Pharr 1/4th Leagues;

THENCE GOING UPSTREAM as such center line or thread of Big Creek forms the Southerly and Westerly boundries of Sidney J. Brown 103.3 Acre tract of land to the North line of said 103.3 Acre Tract and South line of Henry Schendel tract, all located in Samuel Pharr 1/4th League, Abstract No. 69, Fort Bend County, Texas.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated materials, operate machinery and do any necessary clearing upon the premises of Grantor on an

additional strip of land 100 feet wide immediately adjoining and adjacent to the 80 foot easement on the 103.3 Acre Tract of land which is more particularly described in deed from Minnie Brown to Sidney J. Brown recorded in Volume No. 314, Page No. 198 of Deed Records of Fort Bend County, Texas.

The District shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage channel right-of-way, provided, however, said right of ingress and egress of the District shall be limited to the said right-of-way and to existing roads and passageways. The District is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said right-of-way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage channel.

The District agrees that during the life of this easement to repair all damages to roads, passageways, bridges and fences, resulting from District's use of said right-of-way easement, and to restore the same to the previously existing condition as near as possible.

In addition to all other rights which are reserved to GRANTOR, as a matter of law, there are expressly reserved to said GRANTOR herein, his heirs and assigns, each and all of the following rights with reference to the above described property covered by the easement or right-of-way herein conveyed:

(a) GRANTOR shall have the right to extend roads, passageways and/or bridges across the easement or right-of-way so long as the same do not obstruct the natural flow of water along the said easement or right-of-way.

(b) DISTRICT shall not acquire any interest in or to oil, gas, or other minerals that may be under the easement or right-of-way.

(c) There shall be reserved to GRANTOR the right to use the facilities offered by the drainage channel for the disposal of surface waters or any excess waters collecting upon GRANTOR'S land, and in such connection GRANTOR shall have the right in the manner provided by law at his own expense to construct and provide ditches, drains and laterals connecting his lands or portions thereof with the drainage channel. And GRANTOR reserves the privilege and right to spread and use the spoil dirt and excavated materials within or outside of easement except as to the 80 foot channel part of easement.

(d) There is reserved to GRANTOR, his heirs and assigns all of the riparian rights to waters of Big Creek and the right to take water out of the bed of said stream and to conduct it by means of pipes or flumes through and across the lands covered by this easement hereby granted, so long as such does not damage or impair the use of the easement or right-of-way for the purpose for which same is hereby conveyed.

(e) There shall be reserved to GRANTOR, his successors and assigns, all such hunting and fishing rights as may be vested in him by law.

(f) GRANTOR shall have the right to use all or any part of the described property for any other or further purpose that does not damage or injure the use of the aforesaid easement or right-of-way for the purpose for which the same is herein conveyed.

The DISTRICT agrees to construct on said right-of-way, fences or water gates, adequate to contain livestock at the place where Big Creek enters GRANTOR'S land and at the place where it leaves said land, or other obstructions to be connected with existing fences of GRANTOR'S which intersect the easement. Other than as aforementioned, the DISTRICT shall at no time erect or place fences upon the property covered by this easement without consent of GRANTOR. GRANTOR reserves the right to construct and maintain a fence anywhere outside of a line 18 feet from the outer edge of the 80 foot channel easement.

In case, during the life of this easement, the DISTRICT, its' agents or employees, in its' exercise of the rights and authority conferred and obligations imposed by this easement shall by negligent acts or negligent omissions, or by wrongful acts, cause damage, to GRANTOR, his heirs, tenants or assigns, the DISTRICT shall be liable and shall compensate such injured party or parties for such damage.

The Drainage District by acceptance of this easement and the recording of it in the minutes of Commissioners Court and the Deed Records of Fort Bend County, Texas, agrees for itself and its' successors or assigns that it has full power and authority to bind and obligate itself or its' successors or its' assigns for the full performance of any and all conditions, covenants and provisions contained herein and imposed thereon for benefit of GRANTOR, his heirs or assigns, otherwise this instrument granting the easement shall be void and of no force and effect.

5 It is agreed that if at a future time the DISTRICT, its' successors or assigns, shall permanently cease to use said drainage channel right-of-way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right-of-way above described, together with all rights and interest held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

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

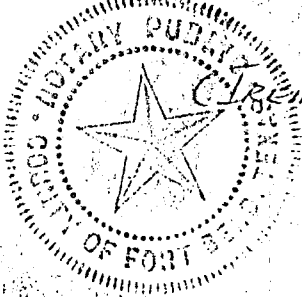
EXECUTED this the 1<sup>st</sup> day of February, A. D., 1973.

Sidney J. Brown  
SIDNEY J. BROWN

THE STATE OF TEXAS,       §  
COUNTY OF FORT BEND.     §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared SIDNEY J. BROWN, a single man, 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 1<sup>st</sup> day of February, A. D., 1973.



Irene Wleczek  
NOTARY PUBLIC IN AND FOR  
FORT BEND COUNTY, TEXAS.

|                                    |     |                                  |                     |                      |           |   |
|------------------------------------|-----|----------------------------------|---------------------|----------------------|-----------|---|
| FORT BEND COUNTY DRAINAGE DISTRICT | AND | MINNIE BROWN AND SIDNEY J. BROWN | THE STATE OF TEXAS, | COUNTY OF FORT BEND. | AGREEMENT | SIDNEY J. BROWN<br>ATTORNEY AT LAW<br>P. O. BOX 734<br>ROSENBERG, TEXAS 77471 |
|------------------------------------|-----|----------------------------------|---------------------|----------------------|-----------|---|

NO. 2723

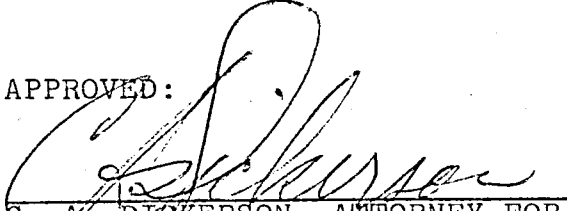
FORT BEND COUNTY DRAINAGE DISTRICT  
VS.  
SIDNEY J. BROWN


IN THE COUNTY COURT  
OF  
FORT BEND COUNTY, TEXAS.

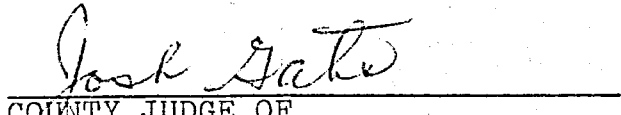
This the 5th day of February, 1973, in the above entitled and numbered cause, wherein Fort Bend County Drainage District is Plaintiff and SIDNEY J. BROWN is Defendant, came the parties by their attorneys and the Plaintiff says it will not further prosecute its suit. It is therefore considered, adjudged and ordered by the Court that this cause be, and it is hereby dismissed at Plaintiff's cost, for which let execution issue.

It is further found by this Court that Plaintiff, Fort Bend County Drainage District, deposited in registry of this Court, the sum of Two Thousand One Hundred Sixteen & no/100 Dollars, pending the final outcome of this cause, and the Defendant, by and through himself as his attorney on approval of this Order has released the money to Plaintiff. It is therefore considered, adjudged and ordered by the Court that Clerk of this Court pay the full amount on deposit to Fort Bend County Drainage District.

APPROVED:

  
C. A. DICKERSON, ATTORNEY FOR  
FORT BEND COUNTY DRAINAGE  
DISTRICT.

  
SIDNEY J. BROWN, ATTORNEY FOR  
HIMSELF.

  
COUNTY JUDGE OF  
FORT BEND COUNTY, TEXAS.

|          |  |   |                    |  |
|----------|--|---|--------------------|--|
| NO. 2723 | FORT BEND COUNTY<br>DRAINAGE DISTRICT<br>VS<br>SIDNEY J. BROWN | IN THE COUNTY COURT OF<br>FORT BEND COUNTY, TEXAS | ORDER OF DISMISSAL | SIDNEY J. BROWN<br>ATTORNEY AT LAW<br>ROSENBERG, TEXAS |
|----------|--|---|--------------------|--|

NO. 2724FORT BEND COUNTY  
DRAINAGE DISTRICT

VS.

MINNIE BROWN

IN THE COUNTY COURT

OF

FORT BEND COUNTY, TEXAS.

This 5th day of February, 1973, in the above entitled and numbered cause, wherein Fort Bend County Drainage District is Plaintiff and MINNIE BROWN is Defendant, came the parties by their attorneys and the Plaintiff says it will not further prosecute its suit. It is therefore considered, adjudged, and ordered by the Court that this cause be, and it is hereby dismissed at Plaintiff's cost, for which let execution issue.

It is further found by this Court that Plaintiff, Fort Bend County Drainage District, deposited in registry of this Court the sum of Six Hundred Fifty Six & n0/100 Dollars, pending the final outcome of this cause, and the Defendant by and through her attorney on approval of this Order has released the money to Plaintiff. It is therefore considered, adjudged, and ordered by the Court that Clerk of this Court pay the full amount on deposit to Fort Bend County Drainage District.

5

Josh Galt  
COUNTY JUDGE OF  
FORT BEND COUNTY, TEXAS.

APPROVED:

C. A. Dickerson  
C. A. DICKERSON, ATTORNEY FOR  
FORT BEND COUNTY DRAINAGE  
DISTRICT.

Sidney J. Brown  
SIDNEY J. BROWN, ATTORNEY FOR  
MINNIE BROWN.

|          |   |   |                    |  |
|----------|---|---|--------------------|--|
| NO. 2724 | FORT BEND COUNTY DRAINAGE<br>DISTRICT<br>VS<br>MINNIE BROWN | IN THE COUNTY COURT OF<br>FORT BEND COUNTY, TEXAS | ORDER OF DISMISSAL | SIDNEY J. BROWN<br>ATTORNEY AT LAW<br>ROSENBERG, TEXAS |
|----------|---|---|--------------------|--|

There being no further business, the Court adjourned at 3:00 o'clock P.M.

*Josh Gates*  
COUNTY JUDGE

ATTEST: *Ella March*  
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS )  
5 COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 12th day of February, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| JOSH GATES,          | County Judge            |
| Johnnie Pustka,      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Special Session of February 5th, 1973 were approved.

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in February, 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, and approved.

RE: EMPLOYMENT OF JANITOR FOR THE FORT BEND COUNTY COURTHOUSE

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the employment of Robert Lerma, as Janitor for the Courthouse at a salary of \$69.30 per week, effective February 8, 1973.

RE: EMPLOYMENT OF 3 NEW DEPUTIES FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized R. L. Gaston, Sheriff to employ 3 new deputies for his department as follows:

Hugh Charles Irby as Captain, at a Salary of \$800.00, per month, effective February 12, 1973.

Roland Archie Kinsey as Deputy, at a salary of \$660.00 per month, effective February 1, 1973.

Joe Sealy Price as Dispatcher, at a salary of \$660.00 per month, effective February 1, 1973.

RE: APPROVE BILL FOR UNITED GAS PIPE LINE COMPANY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the bill for United Gas Pipe Line Company Utility Adjustment Project U-8729 in the amount of \$31,776.41.

RE: ACCEPT LOW BID FOR 2 PICKUP TRUCKS FOR DRAINAGE DISTRICT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the low bids for 2 pickup Trucks for the Drainage District as follows:

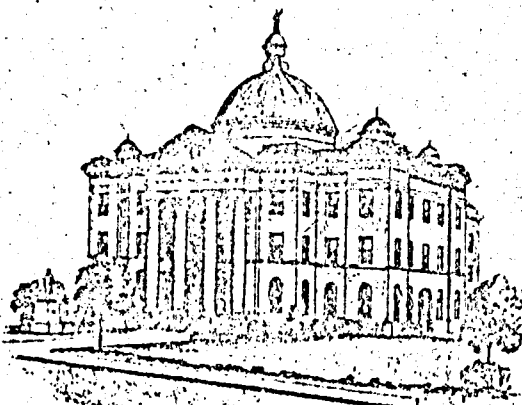
Stafford International in the amount of \$2,323.00 after trade in.

White Pontiac in the amount of \$2,596.00 without trade in.

RE: RESOLUTION FOR PURCHASE OF TELETYPE TERMINALS FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, the Court authorized the County Judge, Josh Gates, to sign a letter to the Director of the NCT Council of Government to pass resolution, committing matching funds for the purchase of Teletype Terminals in the amount of \$2,257, as follows:

**OFFICERS**  
 JOSH GATES  
 COUNTY JUDGE  
 BELLA MACEK  
 COUNTY CLERK  
 MRS. JOTCH TUMPKINS  
 COUNTY AUDITOR  
 CHARLES A. DICKERSON  
 COUNTY ATTORNEY  
 M. ELIZABETH WILLIAMS  
 COUNTY TREASURER  
 B. L. GASTON  
 SHERIFF  
 MRS. BETTY J. HARTSEL  
 TAX ASSESSOR-COLLECTOR  
 JOSE GATES  
 DE OFFICIO COUNTY  
 SUPERINTENDENT  
 GUY E. WYNN  
 J. P. PRESCOTT NO. 1  
 W. E. GULFERTER, M.D.  
 COUNTY DEATH OFFICER  
 A. LUCILLE LOWRIE  
 LIBRARIAN



# STATE OF TEXAS **COUNTY OF FORT BEND**

RICHMOND, TEXAS

77469

February 12, 1973

## **DISTRICT COURT OFFICERS**

T. M. GUSTON  
 DISTRICT JUDGE  
 DON FUSTKA  
 DISTRICT CLERK  
 G. P. HARDY, JR.  
 DISTRICT JUDGE  
 DON FUSTKA  
 DISTRICT CLERK  
 JACK RALPH  
 DISTRICT ATTORNEY  
 BOB DELL COLE  
 DISTRICT CLERK

## **COUNTY COMMISSIONERS**

JOHNIE PUSTKA NO. 1  
 ROBERTO  
 PAUL E. WENZEL, JR. NO. 2  
 BENDVILLE  
 J. M. DAVIS NO. 3  
 EUGENIA  
 ED. H. HELWIG NO. 4  
 FULBURN

## **VETERANS SERVICE OFFICER**

KENNY J. KACAL

## **COUNTY SOCIAL WORKER**

CARRIE JO WALLER

## **COUNTY PROBATION OFFICER**

A. E. DORSON, JR.

## **CIVIL DEFENSE COORDINATOR**

BALDY E. ANDERSON

Mr. William J. Pitstick,  
 Director of the NCT Council of Government  
 P. O. Drawer COG  
 Arlington, Texas 76011

Dear Mr. Pitstick:

Please be informed, as of this date, the Commissioners' Court of Fort Bend County, upon the Motion of Commissioner Paul Wenzel, seconded by Commissioner J. M. Davis, approved Motion for Resolution appropriating \$2,257.00 or (15%) of the funds toward the purchase of High-Speed Landline Communications System (Teletype Terminals) for the Fort Bend County Sheriff's Department.

Should you have any questions, please feel free to contact me or Sheriff R. L. Gaston, Box 40, Richmond, Texas 77469 or phone 713-224-0717.

Respectfully yours,

*Josh Gates*  
 Josh Gates, County Judge  
 Fort Bend County, Texas

JG:mccc: Glen Reid, Criminal Justice Planner  
 Houston, Texas

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed the Court recessed for 30 minutes.

## RE: REDESIGNATION OF COUNTY DEPOSITORIES FOR COUNTY FUNDS

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed; the Court named The First National Bank of Richmond, Texas as County Depository and the division of surplus funds be divided on the pro rata distribution among the other banks of the County interested in County Funds.

There being no further business, the Court adjourned at 2:50 P.M.

*Josh Gates*  
 COUNTY JUDGE

ATTEST: *Bella Macek*  
 COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 19th day of February, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates           | County Judge            |
| Johnnie Pustka,      | Commissioner Prec. # 1  |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2  |
| Ed. H. Helwig,       | Commissioner Prec. # 4. |

J. M. Davis, Commissioner Precinct # 3 was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Regular Session of February 12th, 1973 were approved.

RE: MOTION TO INCREASE THE PAY OF GRAND JURORS AND BAILIFF

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved to increase the pay of Grand Jurors to \$10.00 per day and to increase the pay of the Bailiff, 10% of present pay of \$10.00 per day.

RE: ACCEPT BIDS ON TRUCKS FOR PRECINCT No. 1

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the following bids for trucks for Precinct # 1

International F-1800 Cab & Chassis from Stafford International for \$10,375.00 less trade in of \$1200.00; being \$9,175.00.

Two Dump Trucks from Shult Equipment Company, each being \$6,284.00 without trade in.

1965 Chevrolet Dump Truck to Van Scroggins for \$1,210.00.

RE: MOTION TO ACCEPT ONE ACRE OF LAND FROM FORT BEND INDEPENDENT SCHOOL DISTRICT OF BRANCH LIBRARY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted 1 acre of land from the Fort Bend Independent School District for the Branch Library in that area.

RE: MOTION TO APPROVE SOLID WASTE DISPOSAL SITE FOR NEEDVILLE

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court ordered to approve a Solid Waste Disposal Site for Needville.

RE: ADVERTISE FOR BIDS FOR A LANDFILL COMPACTOR AND FRONT END LOADER FOR PRECINCT #1

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court ordered to advertise for bids for a Landfill Compactor and Front End Loader for Precinct # 1.

RE: EMPLOYMENT OF EXTRA HELP FOR TAX ASSESSOR/COLLECTOR TO SELL LICENSE PLATES, AND OVERTIME PAYMENT FOR EMPLOYEES, APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized Betty J. Hanzelka, Tax Assessor/Collector to employ Two (2) Deputies, as extra help, to sell License Plates for two (2) months, at a salary of \$300.00 per month, effective March 1, 1973.

Also, the Court authorized, Betty Hanzelka, Tax Assessor/ Collector to pay \$8.25 for  $\frac{1}{2}$  day for overtime to her employees, for extra work on Saturdays, for the month of March.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY-RANDON ROAD

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the application for and Permit Granting telephone cable crossing to Southwestern Bell Telephone Company - Randon, Road, as follows:

APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS  
% County Courthouse  
Richmond, Texas 77469

COMES NOW Southwestern Bell Telephone Company

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County. Beginning at a point at the southwest corner of Randon Road at the intersection of Patton Road then proceeding in an easterly direction parallel to the south right of way line, for a distance of 1583'. All road crossings to be placed by bore method.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 19th day of February 1973.

SOUTHWESTERN BELL

Attest: Secretary

J. D. Schindler  
By: District Engineer

PERMIT

IN THE COMMISSIONERS' COURT - - - - - FORT BEND COUNTY, TEXAS

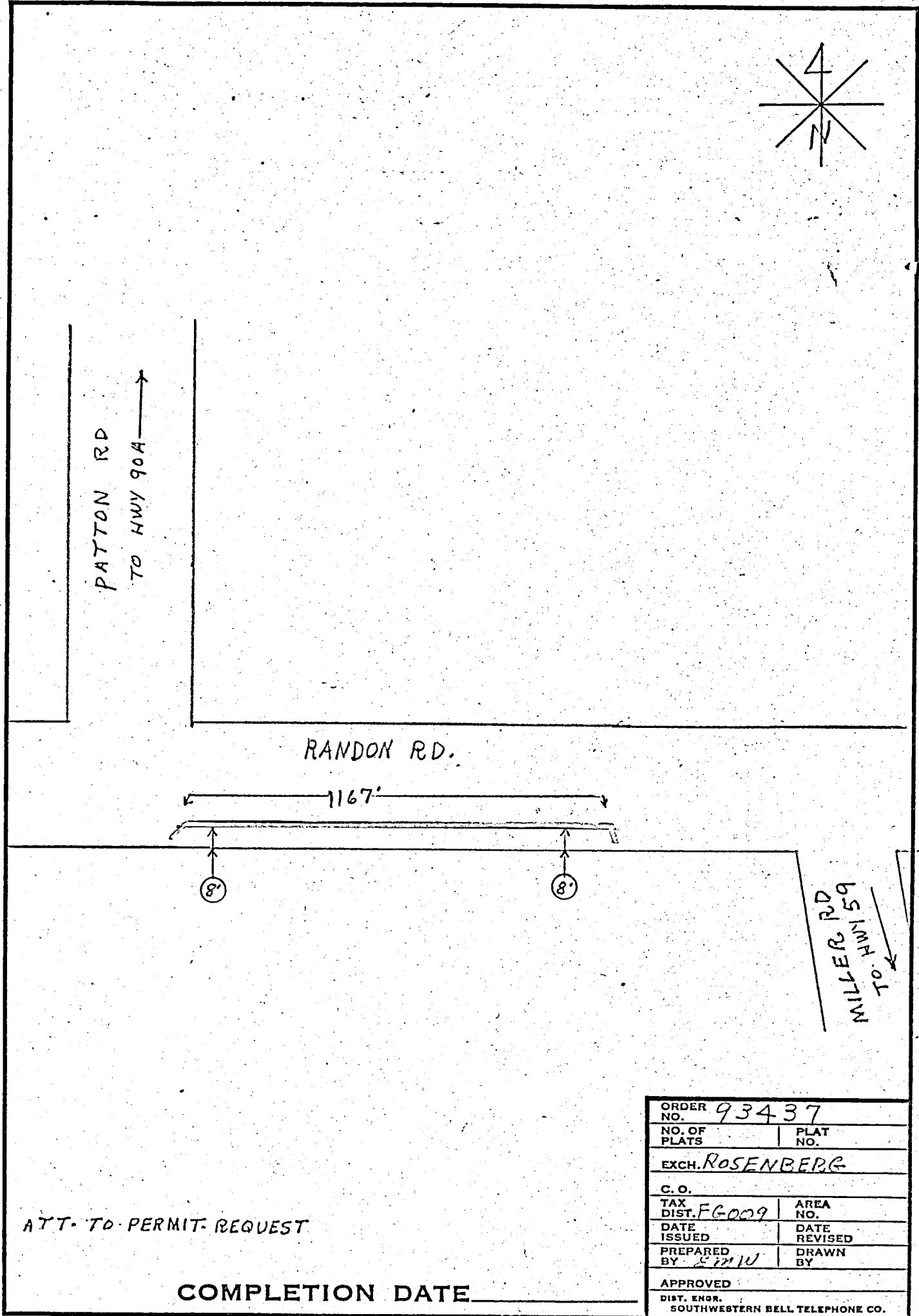
ON THIS the 19th day of February 1973.

on motion duly made, seconded and passed by the COMMISSIONERS' COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission, right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE: upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

BY Josh Galt  
County Judge

5



|   |              |
|---|--------------|
| ORDER NO. 93437                             |              |
| NO. OF PLATS                                | PLAT NO.     |
| EXCH. ROSENBERG                             |              |
| C. O.                                       |              |
| TAX DIST. FG009                             | AREA NO.     |
| DATE ISSUED                                 | DATE REVISED |
| PREPARED BY E.M.W.                          | DRAWN BY     |
| APPROVED                                    |              |
| DIST. ENGR. SOUTHWESTERN BELL TELEPHONE CO. |              |

RE: AGREEMENT TO EMPLOY WYLIE W. VALE & ASSOCIATES - ARCHITECT  
TO BUILD TWO BRANCH LIBRARIES FOR FORT BEND COUNTY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul W. Wenzel, Jr., and duly passed, the Court agreed to employ Wylie W. Vale & Associates as Architect to submit plans to build two branch Libraries for Fort Bend County. Agreement between The County of Fort Bend, Texas and Wylie W. Vale & Associates, as follows:

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B131

### Standard Form of Agreement Between Owner and Architect

on a basis of a  
PERCENTAGE OF CONSTRUCTION COST

#### AGREEMENT

made this NINETEENTH day of FEBRUARY in the year of Nineteen  
Hundred and SEVENTY-THREE

#### BETWEEN

THE COUNTY OF FORT BEND, TEXAS

the Owner, and

WYLIE W. VALE & ASSOCIATE

the Architect.

It is the intention of the Owner to BUILD TWO LIBRARY BUILDINGS

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. *FOR THE ARCHITECT'S BASIC SERVICES*, as described in Paragraph 1.1, a Basic Fee computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

|                                   |                      |                  |
|-----------------------------------|----------------------|------------------|
| A Single Stipulated Sum Contract  | (ORIGINAL BUILDING)  | per cent ( 9.5%) |
| Separate Stipulated Sum Contracts | (REPEATED BUILDINGS) | per cent ( 5.7%) |
| A Single Cost Plus Fee Contract   |                      | per cent (   %)  |
| Separate Cost Plus Fee Contracts  |                      | per cent (   %)  |

b. *FOR THE ARCHITECT'S ADDITIONAL SERVICES*, as described in Paragraph 1.3, a fee computed as follows: NONE CONTEMPLATED

Principals' time at the fixed rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
per hour. For the purposes of this Agreement, the Principals are:

Employees' time computed at a multiple of \_\_\_\_\_ ( \_\_\_\_\_ )  
times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of \_\_\_\_\_ ( \_\_\_\_\_ )  
times the amount billed to the Architect for such additional services.

c. *FOR THE ARCHITECT'S REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.

NONE CONTEMPLATED

d. *THE TIMES AND FURTHER CONDITIONS OF PAYMENT* shall be as described in Article 6.

# TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

## ARTICLE 1

### ARCHITECT'S SERVICES

#### 1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

#### SCHEMATIC DESIGN PHASE

**1.1.1** The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

**1.1.2** The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

**1.1.3** The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

#### DESIGN DEVELOPMENT PHASE

**1.1.4** The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

**1.1.5** The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

#### CONSTRUCTION DOCUMENTS PHASE

**1.1.6** The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

**1.1.7** The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

**1.1.8** The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

#### BIDDING OR NEGOTIATION PHASE

**1.1.9** The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in

obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

#### CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

**1.1.10** The Construction Phase will commence with the award of the Construction Contract and will terminate when final payment is made by the Owner to the Contractor.

**1.1.11** The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the General Conditions of the Contract for Construction, AIA Document A201, Tenth Edition dated September 1966, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

**1.1.12** The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

**1.1.13** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**1.1.14** The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**1.1.15** Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor

deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

**1.1.16** The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

**1.1.17** The Architect shall have authority to reject Work which does not conform to the Contract Documents. The Architect shall also have authority to require the Contractor to stop the Work whenever in his reasonable opinion it may be necessary for the proper performance of the Contract. The Architect shall not be liable to the Owner for the consequences of any decision made by him in good faith either to exercise or not to exercise his authority to stop the Work.

**1.1.18** The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

**1.1.19** The Architect shall prepare Change Orders.

**1.1.20** The Architect shall conduct inspections to determine the Dates of Substantial Completion and Final Completion, shall receive written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

**1.1.21** The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

## **1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**1.2.1** If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-time Project Representatives to assist the Architect.

**1.2.2** Such Full-time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

**1.2.3** The duties, responsibilities and limitations of authority of such Full-time Project Representatives shall be set forth in an exhibit appended to this Agreement.

**1.2.4** Through the on-site observations by Full-time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the

Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

## **1.3 ADDITIONAL SERVICES**

The following services are not covered in Paragraphs 1.1 or 1.2. If any of these Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

**1.3.1** Providing special analyses of the Owner's needs, and programming the requirements of the Project.

**1.3.2** Providing financial feasibility or other special studies.

**1.3.3** Providing planning surveys, site evaluations, or comparative studies of prospective sites.

**1.3.4** Making measured drawings of existing construction when required for planning additions or alterations thereto.

**1.3.5** Revising previously approved Drawings, Specifications or other documents to accomplish changes not initiated by the Architect.

**1.3.6** Preparing Change Orders and supporting data where the change in the Basic Fee resulting from the adjusted Contract Sum is not commensurate with the Architect's services required.

**1.3.7** Preparing documents for alternate bids requested by the Owner.

**1.3.8** Providing Detailed Estimates of Construction Costs.

**1.3.9** Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

**1.3.10** Providing professional services made necessary by the default of the Contractor in the performance of the Construction Contract.

**1.3.11** Providing Contract Administration and observation of construction after the Contract Time has been exceeded by more than twenty per cent through no fault of the Architect.

**1.3.12** Furnishing the Owner a set of reproducible record prints of drawings showing significant changes made during the construction process, based on marked up prints, drawings and other data furnished by the Contractor to the Architect.

**1.3.13** Providing services after final payment to the Contractor.

**1.3.14** Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

**1.3.15** Providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.

**1.3.16** Providing services for planning tenant or rental spaces.

## ARTICLE 2

### THE OWNER'S RESPONSIBILITIES

- 2.1** The Owner shall provide full information regarding his requirements for the Project.
- 2.2** The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.
- 2.3** The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private.
- 2.4** The Owner shall furnish the services of a soils engineer, when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values and other necessary operations for determining subsoil conditions.
- 2.5** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.6** The Owner shall furnish such legal, accounting and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.
- 2.7** The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy thereof.
- 2.8** If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.
- 2.9** The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

## ARTICLE 3

### CONSTRUCTION COST

- 3.1** Construction Cost to be used as a basis for determining the Architect's Fee for all Work designed or specified by the Architect, including labor, materials, equipment and furnishings, shall be determined as follows, with precedence in the order listed:

**3.1.1** For completed construction, the total cost of all such Work;

**3.1.2** For work not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work; or

**3.1.3** For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost.

**3.2** Construction Cost does not include the fees of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

**3.3** Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

**3.4** Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

**3.5** When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten per cent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

**3.5.1** If the lowest bona fide bid, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of this service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to his fees in accordance with this Agreement.

**ARTICLE 4****DIRECT PERSONNEL EXPENSE**

**4.1** Direct Personnel Expense of employees engaged on the Project includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

**4.2** Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

**ARTICLE 5****REIMBURSABLE EXPENSES**

**5.1** Reimbursable Expenses are in addition to the Fees for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his consultants in the interest of the Project for the following incidental expenses listed in the following Subparagraphs:

**5.1.1** Expense of transportation and living when traveling in connection with the Project for other than regular trips from the office to the site, and for long distance calls and telegrams.

**5.1.2** Expense of reproductions, postage and handling of Drawings and Specifications, excluding copies for Architect's office use and duplicate sets at each phase for the Owner's review and approval; and fees paid for securing approval of authorities having jurisdiction over the Project.

**5.1.3** If authorized in advance by the Owner, the expense of overtime work requiring higher than regular rates; perspectives or models for the Owner's use; and fees of special consultants for other than the normal structural, mechanical and electrical engineering services.

**ARTICLE 6****PAYMENTS TO THE ARCHITECT**

**6.1** Payments on account of the Architect's Basic Services shall be made as follows:

**6.1.1** An initial payment of five per cent of the Basic Fee calculated upon an agreed estimated cost of the Project, payable upon execution of this Agreement, is the minimum payment under this Agreement.

**6.1.2** Subsequent payments shall be made monthly in proportion to services performed to increase the compensation for Basic Services to the following percentages of the Basic Fee at the completion of each phase of the Work:

|                                    |      |
|------------------------------------|------|
| Schematic Design Phase .....       | 15%  |
| Design Development Phase .....     | 35%  |
| Construction Documents Phase ....  | 75%  |
| Bidding or Negotiation Phase ..... | 80%  |
| Construction Phase .....           | 100% |

**6.2** Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

**6.3** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

**6.4** If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his Fees for Services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.

**ARTICLE 7****ARCHITECT'S ACCOUNTING RECORDS**

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

**ARTICLE 8****TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his Fees for Services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

**ARTICLE 9****OWNERSHIP OF DOCUMENTS**

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

**ARTICLE 10****SUCCESSORS AND ASSIGNS**

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

**ARTICLE 11****ARBITRATION**

**11.1** All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

**11.2** Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim,

dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**11.3** The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

**ARTICLE 12****EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**ARTICLE 13****APPLICABLE LAW**

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

This Agreement executed the day and year first written above.

OWNER THE COUNTY OF FORT BEND, TEXAS ARCHITECT WYLIE W. VALE & ASSOCIATE

Architect's Registration No. 1053

*Wylie W. Vale*

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COUNTY TREASURER'S BOND REPORT

FEBRUARY, 1973

|  |             |
|--|-------------|
| FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1962   |             |
| Outstanding 2-1-1973 - - \$ 22,675.00              |             |
| 6 Int. Coupons No. 19 Off Bds. 42 thru 47 @ \$1.25 | \$ 487.50   |
| 4 Bds. Nos. 12 thru 15 at \$5,000.00               | \$20,000.00 |
| 14 Int. Cps. No. 21 Off Bds. 12 thru 24 @ 29       |             |
| \$@ 75.00  | \$ 1,050.00 |
| 14 Int. Cps. @ 21 Off Bds. 35 thru 48 @ 81.25      | \$ 1,137.50 |
|  | <hr/>       |
|  | \$22,675.00 |

|  |              |
|--|--------------|
| FORT BEND COUNTY UNLIMITED TAX ROAD BONDS, Ser. 1966 |              |
| Outstanding 2-1-1973 - - - \$113,795.00              |              |
| 22 Bonds Nos. 127 thru 148 @ 5,000.00                | \$110,000.00 |
| 44 Coupons No. 14 Off Bds. 127 thru 170              |              |
| at \$85.25   | \$ 3,795.00  |
|  | <hr/>        |
|  | \$113,795.00 |

|   |             |
|---|-------------|
| FORT BEND COUNTY TAX WARRANTS, SER. 1969        |             |
| Outstanding 2-1-1973 - - - None                 |             |
| Remitted for 8 Fine Warrants, @ 23 thru \$30 at |             |
| \$1,000.00                                      | \$ 8,000.00 |
| Remitted for 66 Coupons No. 7 Off Warrants @23  |             |
| thru \$28 at \$30.00                            | \$ 1,980.00 |
|   | <hr/>       |
|   | \$ 9,980.00 |

|   |          |
|---|----------|
| ROAD DISTRICT NO. 4 SER. 1940 BOND              |          |
| Outstanding 2-1-1973 - - - \$50.00              |          |
| 2 Coupons No. 77 Off Bds. Nos. 166 & 167 @25.00 | \$ 50.00 |

|   |           |
|---|-----------|
| ROAD DISTRICT NO. 8 SER. 1927 BOND              |           |
| Outstanding 2-1-1973 - - - \$110.00             |           |
| 4 Coupons Nos. 59 Off Bds. Nos. 210-212-214-216 |           |
| at \$27.50                                      | \$ 110.00 |

COUNTY TREASURER'S BOND STATEMENT

FEBRUARY, 1973

NO INTEREST COUPONS RECEIVED DURING THE MONTH OF FEBRUARY, 1973

NO CANCELLED BONDS RECEIVED DURING THE MONTH OF FEBRUARY, 1973

5

There being no further business, the Court adjourned at 1:45 o'clock P.M.

*Josh Gates*  
COUNTY JUDGE

ATTEST: *Bella Macel*  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 26th day of February, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates           | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE:: MINUTES APPROVED

On motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, ;the minutes of Special Session of February 19, 1973, were approved.

RE: MOTION TO APPOINT REVEREND DONALD KOLKMEIER AS MEMBER ON THE AREA HEALTH COMMISSION-HOUSTON-GALVESTON AREA COUNCIL

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court ordered to appoint Reverend Donald Kolkmeier as member on the Area Health Commissioner of the Houston-Galveston Area Council.

RE:APPOINT RESERVE OFFICERS FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court appointed the following as Reserve Officers for the Sheriff's Department to work in the Sugar Creek Area.

Edd. H. White  
Everett Elmo Skipper  
William Davis Leonard  
Dewey Willis Potts

There being no further business, the Court adjourned, at 2:15 P.M.

Josh Gates  
COUNTY JUDGE

ATTEST: Bella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 5th day of March, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the minutes of Special Session of February 26, 1973, were approved.

RE: APPROVE PLAT OF SUGAR CREEK SECTION 10

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Plat of Sugar Creek Subdivision, Section 10, a subdivision of 44.76 of 44.7686 acres of land out of the William Stafford 1½ League, Abstract No. 89.

RE: EMPLOYMENT OF PART TIME EMPLOYEE FOR FORT BEND COUNTY LIBRARY

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the employment of Geraldine Grady to replace Janie Garcia, part time employee, for the Fort Bend County Library, at a salary of \$15.00 per day, effective March 12, 1973.

RE: ADVERTISE FOR BIDS FOR 3 AUTOMOBILES FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court ordered to advertise for bids for 3 automobiles for the Sheriff's Department.

RE: MOTION TO REVISE SICK LEAVE FOR COUNTY EMPLOYEES

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court agreed to rescind the motion made at the Commissioners Court meeting of January 17, 1972, allowing County Employees only 5 days sick leave with pay, per year, to be changed as follows:

Sick leave for County Employees is to be left to each Department Head as to how long he or she is allowed sick leave, with pay, concerning the nature of illness involved.

RE: MOTION TO ACCEPT LOW BID FOR AMBULANCE FOR FORT BEND COUNTY AMBULANCE SERVICE

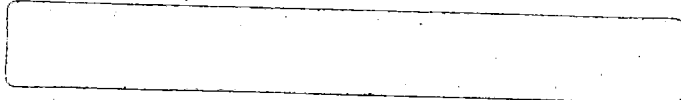
On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the low bid of A. G. Solar & Co., Inc., for 1 Ambulance in the amount of \$6,000.00. Also, approved the employment of 3 more employees for the Fort Bend County Ambulance Service at a salary of \$595.00 per month. The Court designated that the purchase of 1 ambulance, equipment for same and employment of 3 employees to be paid out of the Fort Bend County Revenue Sharing Trust Fund.

RE: MOTION TO DESIGNATE \$50,000.00 TO THE SHERIFF'S DEPARTMENT OUT OF THE FORT BEND COUNTY REVENUE SHARING TRUST FUND

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court agreed to designate \$50,000.00 of the Fort Bend County Revenue Sharing Trust Fund for the Fort Bend County Sheriff's Department.

RE: COUNTY DEPOSITORY PLEDGE CONTRACTS

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court designated the following Banks as Depositories for County Funds, as approved by the State Comptroller of Public Accounts:



FIRST NATIONAL BANK OF RICHMOND  
RICHMOND, TEXAS

| NUMBER | SECURITIES  | AMOUNT                |
|--------|---|-----------------------|
| 150054 | U. S. Treasury Bills dated Sept. 7, 1972 due March 8, 1973  | \$200,000.00          |
| 149626 | U. S. Treasury Bills dated Nov. 24, 1972 due May 24, 1973   | 200,000.00            |
| 149845 | U. S. Treasury Bills dated May 31, 1972 due May 31, 1973  | 200,000.00            |
| 150055 | U. S. Treasury Bills dated Dec. 7, 1972 due June 7, 1973  | 200,000.00            |
| 150575 | U. S. Treasury Bills dated Dec. 21, 1972 due June 21, 1973  | 200,000.00            |
| 150716 | U. S. Treasury Bills dated Dec. 21, 1972 due June 21, 1973  | 200,000.00            |
| 149606 | Twelve Fed. Land Banks Cons. Fed. Farm Loan 5.20% Bonds, Series A-1973, dated April 20, 1972 due April 23, 1973 | 200,000.00            |
| 148781 | Twelve Fed. Land Banks Cons. Fed. Farm Loan 4.5% Bonds, dated Feb. 20, 1962 due Feb. 20, 1974                   | 200,000.00            |
| 119804 | U. S. Treas. 7-1/4% Notes, Series D-1974, dated Nov. 15, 1970 due May 15, 1974                                  | 50,000.00             |
| 86545  | U. S. Treas. 5-5/8% Note dated August 15, 1968, Series B-1974, due August 15, 1974                              | 100,000.00            |
| 134964 | Twelve Fed. Land Banks Cons. Fed. Farm Loan 5.30% Bonds, dated April 20, 1971 due October 21, 1974              | 200,000.00            |
| 138032 | U. S. Treas. 5-3/4% Notes, Series E-1976, dated Feb. 15, 1972 due May 15, 1976                                  | 200,000.00            |
|        |   | <u>\$2,150,000.00</u> |

5

FORT BEND NATIONAL BANK  
RICHMOND, TEXAS

| SECURITIES   | AMOUNT              |
|--|---------------------|
| 1. U. S. 8% Treasury Note, dated Feb. 15, 1970 Series A-1977 due Feb. 15, 1977 | \$100,000.00        |
| TOTAL  | <u>\$100,000.00</u> |

THE FIRST NATIONAL BANK OF ROSENBERG  
ROSENBERG, TEXAS

| SECURITIES  | AMOUNT       |
|---|--------------|
| 1. #122764 U.S. Treasury Bond 4 1/8% due 11-15-73 | \$100,000.00 |
| 2. #122763 U.S. Treasury Bond 4% due 8-15-73      | 100,000.00   |

NOTE: The First National Bank of Rosenberg, Texas reserves the right to exchange or substitute the securities specifically pledged in this contract for other security in like amount and character, subject to approval of the Commissioner's Court of Fort Bend County, and such exchanged or substituted securities shall be held and bound under the terms of this county depository pledge contract in the same manner and fashion as though such exchanged or substituted securities were originally pledged.

TOTAL \$200,000.00

ROSENBERG BANK & TRUST  
ROSENBERG, TEXAS

| SECURITIES   | AMOUNT      |
|--|-------------|
| 1. SK#3204-Arlington GO Bonds  | \$10,000.00 |
| 2. SK#3205-City of Houston Public Imp. Bds                           | \$10,000.00 |
| 3. SK#3206-City of Galveston-Texas St. Bonds                         | \$25,000.00 |
| 7 4. SK#3207-City of Richmond, Texas GO Bonds                        | \$20,000.00 |
| 5. SK#3208-City of Richardson, Texas GO Bonds                        | \$25,000.00 |
| 6. SK#3209-Cypress-Fairbanks ISD of Harris County, Texas Schluse Bds | \$25,000.00 |
| 7. SK#3210-City of Galveston, Texas GO Bonds                         | \$25,000.00 |
| 8. SK#3212-City of Pasadena, Texas GO Ref. Bd.                       | \$20,000.00 |
| 9. SK#3213-City of Rosenberg, Texas GO Bds                           | \$20,000.00 |
| TOTAL \$180,000.00   | \$          |

FIRST NATIONAL BANK OF STAFFORD  
STAFFORD, TEXAS

| SECURITIES   | AMOUNT       |
|--|--------------|
| 1. U.S. Treasury Bonds @ $4\frac{1}{4}\%$<br>due 5-15-74 | \$100,000.00 |
| 2. U.S. Treasury Notes @ $7\frac{1}{4}\%$<br>due 5-15-74 | 100,000.00   |
| TOTAL \$200,000.00                                       |              |

THE FIRST STATE BANK  
NEEDVILLE, TEXAS

| SECURITIES                  | AMOUNT       |
|-----------------------------|--------------|
| 1. Federal Land Banks Bonds | \$100,000.00 |
| TOTAL \$100,000.00          |              |

SUGAR LAND STATE BANK  
SUGAR LAND, Texas

| SECURITIES                            | AMOUNT      |
|---------------------------------------|-------------|
| 1. U. S. Treasury Notes Series D-1975 | \$75,000.00 |
| 2. U. S. Treasury Notes Series D-1975 | 75,000.00   |
| TOTAL \$150,000.00                    |             |

THE MISSOURI CITY STATE BANK  
MISSOURI CITY, TEXAS

| SECURITIES   | AMOUNT       |
|--|--------------|
| 1. Federal Intermediate Credit Banks<br>(Twelve) due 10-1-73 | \$100,000.00 |
| TOTAL  | \$100,000.00 |

There being no further business, the Court adjourned at 2:05 o'clock P.M.

ATTEST:

Ellen Macek  
COUNTY CLERK

Josh Gates  
COUNTY JUDGE

REGULAR SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 12th day of March, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session, with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed the Minutes of Special Session of March 5th, 1973, were approved.

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in March, 1973 (said sheets in said books being individually certified by each Commissioners as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, and approved.

RE: PUBLIC WEIGHER'S BONDS APPROVED:

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the Public Weigher's Bonds of Janet Zwahr & Glenn Schroeder.

RE: EMPLOYMENT OF AMBULANCE DRIVER FOR THE FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the application for the employment of Don Kacal as ambulance driver for the Fort Bend County Ambulance Service, at a salary of \$595.00 per month, effective March 12, 1973.

RE: MOTION TO EMPLOY C.P.A. FIRM TO AUDIT FORT BEND COUNTY RECORDS

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court agreed to employ the C.P.A. Firm of Haskins & Sells to audit the records of Fort Bend County.

RE: APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING TO EXXON CORPORATION: OILFIELD ROAD

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the application for and permit granting Pipe Line Crossing on Oilfield Road to Exxon Corporation.

And the Court authorized the County Judge, Josh Gates to sign the Permit of approval as follows:

APPLICATION FOR AND PERMIT  
GRANTING PIPE LINE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW EXXON CORPORATION, a New Jersey corporation,

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned <sup>agent</sup>~~officer~~ of said Company has full authority to bind said Company hereto.

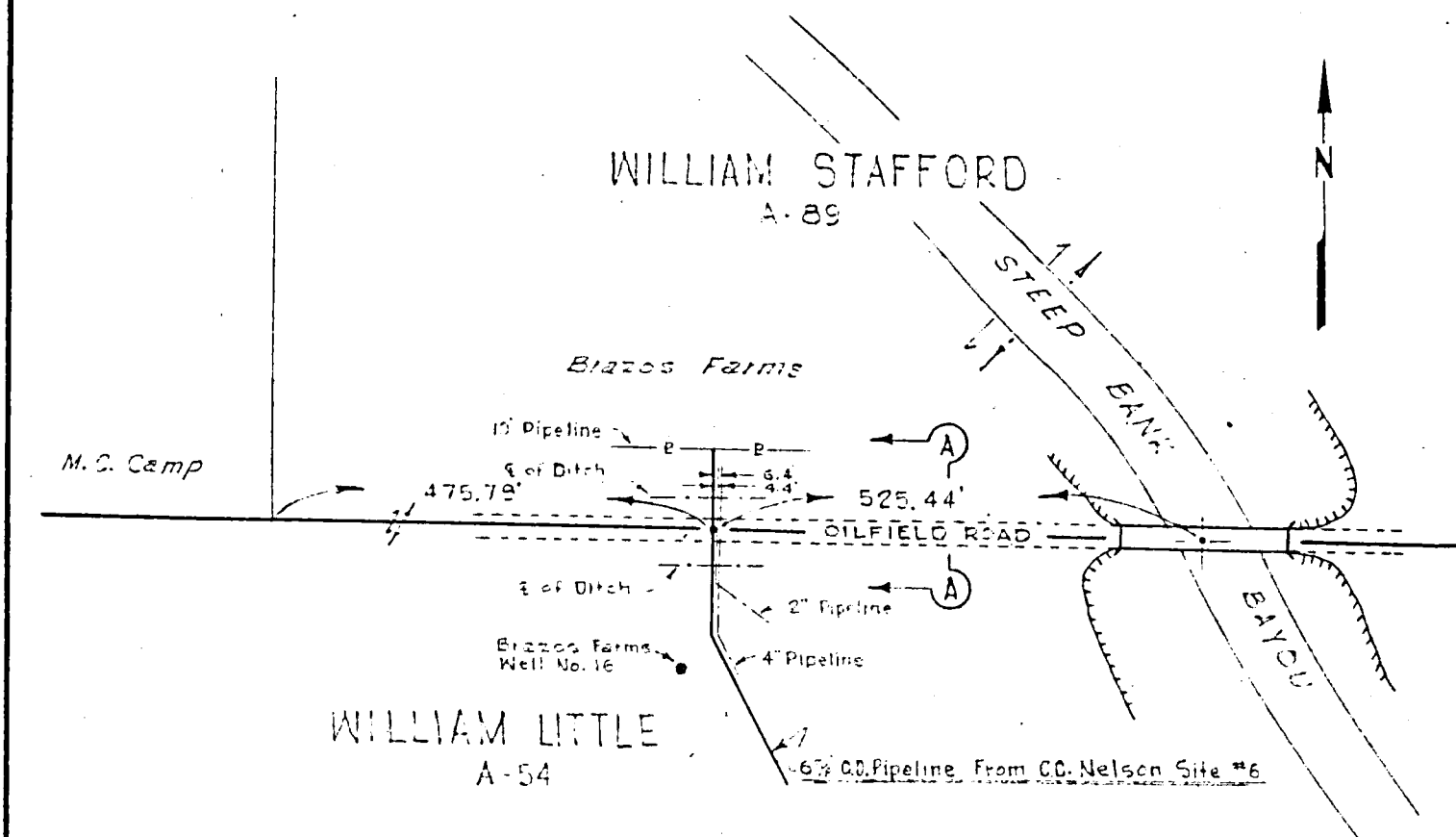
Executed in quadruplicate originals this 8th day of  
March 19 73.

Form Approved  
By MVB

EXXON CORPORATION

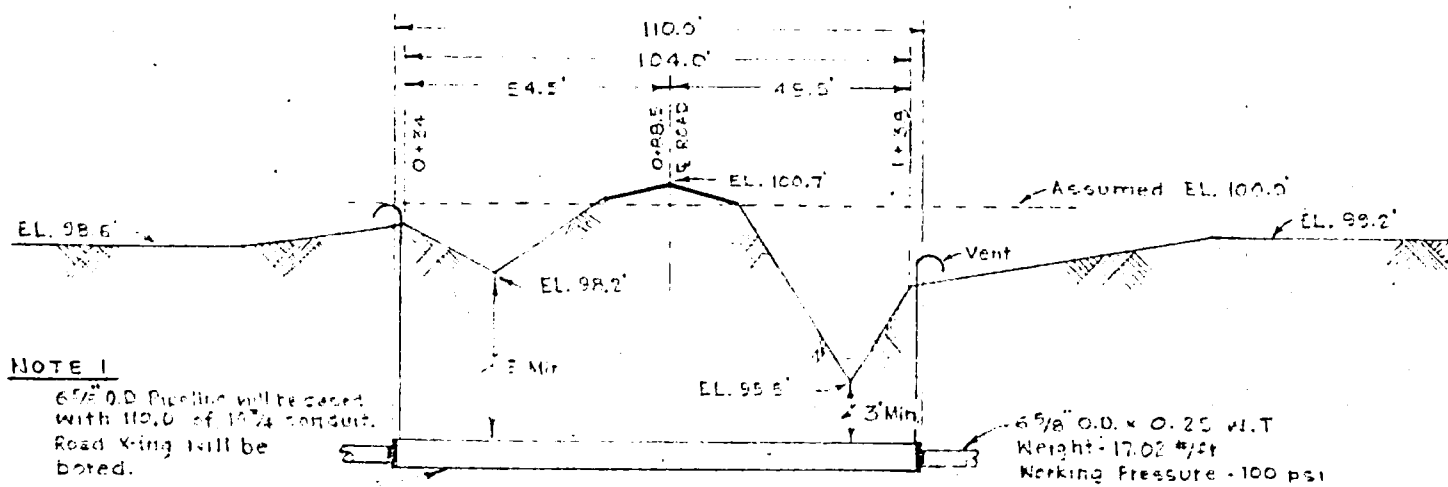
~~Attest: Secretary~~

By J. T. Baldrick  
Agent and Attorney in Fact



F/N Ref. Book No. ST-2565, Page 1

Scale: 1" = 200'



NOTE 1

6 5/8" O.D. Pipeline will be bored with 110.0 of 15 3/4 inch conduit. Road X-ing will be bored.

110.0 OF 15 3/4 O.D. CONDUIT (WELDED JOINT) WATERTIGHT SEALS BOTH ENDS  
0.219 W.T.  
Weight-22.53#/ft.

SECTION A-A

F/N Ref. Book No. ST-2565, Page 2

Scale: Horiz. 1" = 40' - Vert. 1" = 5'

CONTRACTOR

EXXON COMPANY, U.S.A.

PRODUCTION DEPARTMENT

EAST TEXAS DIVISION

HOUSTON, TEXAS

6" PIPELINE X-ING OILFIELD ROAD IN THE

WILLIAM STAFFORD SURVEY A-89 AND THE

WILLIAM LITTLE SURVEY A-54

SUGARLAND FIELD

FORT BEND COUNTY, TEXAS

NO.

DATE

REVISION

BY

CHK.

APPR.

MF.

O

2/21/73

ORIGINAL DRAWING

JES.

DMR

NO.

DATE

REVISION

BY

CHK.

APPR.

MF.

1

3/7/73

ADDED NOTE 1

JES

JOB NO.

VITAL RECORD NO.

SCALE

REV.

YEAR

SIZE

ETD 134.7

1" = 200'

A

FIELD

FACILITY

CLASS

TYPE

SEQUENCE

STA-5300

## PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS THE 12 day of March, 1973 on motion duly made, seconded and passed by the Commissioners' Court of Fort Bend County, Texas, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (as far as the County is able to grant) permission, right, and privilege, to lay, maintain, repair, and operate a pipe line under and across certain roads, ditches, drainage canals, and highways as shown on the plats attached to said application on file in the County Judges' Office and the Drainage District Office; under the condition and agreements of petitioner, said pipe line is to be laid, operated, repaired, and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals, and highways, and to relocate or change at petitioner's risk and expense as directed by the Drainage District or Commissioners' Court, upon reasonable notice, and to save Fort Bend County, each of its Commissioners', and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

By: Lyda Galt

County Judge

RE.: CONTRACT FOR COLLECTION OF DELINQUENT TAXES WITH GATES, STEEN & ASSOCIATES AND  
WAIVER OF COUNTY ATTORNEY APPROVED.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Waiver of C. A. Dickerson, County Attorney, and the Contract for the Collection of Delinquent Taxes, with Gates, Steen & Associates, were approved as follows:

And the Court authorized the County Judge, Josh Gates to sign the Contract, Resolution and order.

40-2.01

W A I V E R

STATE OF TEXAS

COUNTY OF FORT BEND

I, the undersigned County Attorney of Fort Bend County, Texas, do hereby acknowledge that the Commissioners' Court of the said County has notified me to file suit for the collection of delinquent taxes in said county; however, due to the fact that it would be physically impossible for me to personally file and handle such suits, and at the same time to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a County Attorney to file and to prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby decline to file such suits and do hereby waive the thirty days written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

Witness my hand this, the 5<sup>th</sup> day of MARCH  
A. D., 19 73.

C. A. Dickerson  
County Attorney  
Term Expires DEC 31 1976  
Fort Bend  
County, Texas

40-2.03

## RESOLUTION AND ORDER

On this the 12th day of March 19 73,  
 at a regular meeting of the Commissioners' Court of  
Fort Bend County, Texas, there came on for consider-  
 ation the making of a contract for the collection of delinquent  
 taxes, and motion was made by Johnnie Pustka County  
 Commissioner of Precinct No. 1, seconded by J. M. Davis  
 County Commissioner of Precinct No. 3, that subject to  
 approval by the Comptroller of Public Accounts and Attorney  
 General of Texas said Commissioners' Court in behalf of said  
 County do make and enter into a contract with Gates Steen &  
Associates, a licensed attorney, for the latter to collect  
 delinquent taxes in said County for 15 % of the amount of  
 Taxes, penalty and interest collected, said contract to end on  
 the 31st day of December, 19 74, with six months  
 thereafter to complete pending suits, requiring said attorney  
 to give bond in the sum of \$ 1,000.00, and to be on  
 forms currently promulgated and recommended by the State  
 Comptroller .

Said motion being put to vote, it carried by a vote of  
four to None. Those voting "Aye" were:

Johnnie Pustka

Paul R. Wenzel, Jr.,

J. M. Davis,

Ed. H. Helwig

Those voting "No" were:

None

It is therefore ordered that said contract be prepared and executed, submitted to the Comptroller of Public Accounts and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

Josh Gates  
County Judge

John Brubaker  
County Commissioner  
Precinct # 1

Paul Wenzel  
County Commissioner  
Precinct # 2

Jim Dean  
County Commissioner  
Precinct # 3

Ed Whiting  
County Commissioner  
Precinct # 4

5

-----  
There being no further business, the Court adjourned at 2:10 o'clock P.M.

Josh Gates  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 19th day of March, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates           | County Judge            |
| Johnnie Pustka,      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis          | Commissioner PRect. # 3 |
| Ed. H. Helwig,       | Commissioner PRect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the minutes of Regular Session of March 12th, 1973, were approved.

RE: BID FOR LANDFILL COMPACTOR FOR PRECINCT #1 ACCEPTED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed the court / accepted the bid of Waukesha Pearce Industries, Inc., for a Landfill Compactor, for Precinct #1, in the amount of \$43,840.00.

All Other bids were rejected.

RE: APPROVE REPLAT OF PLAT OF PARK RIDGE

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the replat of Plat of Park Ridge, a subdivision of 14.409 acres in the Thomas Gleason Survey Abstract 184.

RE: BOND FOR COLLECTOR OF DELINQUENT TAXES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the Bond of Gates Steen, as Collector of Delinquent Taxes. Said Bond recorded as follows and also, recorded in the Bond Records of Fort Bend County, Texas.

40-2.02

BOND OF DELINQUENT TAX COLLECTOR

Bond No. MA 11390

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

That we, GATES STEEN as Principal,  
and MARYLAND AMERICAN GENERAL INSURANCE COMPANY  
Houston, Texas

as sureties, are held and firmly bound unto Josh Gates,  
County Judge of Fort Bend County and his successors in  
office in the just and full sum of One Thousand (\$1,000.00) Dollars, for  
the payment of which we hereby bind ourselves and our heirs, ex-  
ecutors and administrators, jointly and severally, by these  
presents.

WHEREAS, the said GATES STEEN, a licensed  
attorney whose address is Austin, Texas, has by means  
of a written agreement dated March 5, 19 73, entered into a  
contract with the Commissioners' Court of Fort Bend County, for  
the collection of certain delinquent State and County taxes, during  
the term beginning March 5th, 19 73, and ending December 31, 19 74,  
a copy of which agreement is by reference made a part hereof.

Now, therefore, the condition of this obligation is such  
that if the said GATES STEEN shall faithfully per-  
form the services required of him by the terms of said contract,  
including the making of reports provided in Section XI thereof and  
shall fully indemnify and save harmless the said County of Fort Bend  
from all cost and damage which it may suffer by reason of his failure  
to do so, and shall fully reimburse and repay the said County of  
Fort Bend all outlay and expense which the said County may incur  
in making good any such default, then this obligation shall be null  
and void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands

Gates Steen  
Gates Steen

MARYLAND AMERICAN GENERAL INSURANCE COMPANY

By: Kenneth L. Meyer  
Kenneth L. Meyer, Attorney-in-Fact

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS

COUNTY OF Fort Bend

The foregoing bond of Gates Steen,  
holding contract for the collection of State and County delinquent  
taxes in Fort Bend County, Texas, was read and approved  
in open Commissioners' Court, this the 19th day of March,  
1973,

Josh Gates  
County Judge  
Fort Bend County, Texas

**Know all Men by these Presents:** That MARYLAND AMERICAN GENERAL INSURANCE COMPANY, a corporation created by and existing under the laws of the State of Texas, of Houston, Texas, in pursuance of the authority set forth in Section 12 of Article V of its By-laws, from which the following is a true extract, and which Section has not been amended nor rescinded:

"The Chairman of the Board, the President or any Vice-President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority."

does hereby nominate, constitute and appoint Kenneth L. Meyer

of Houston State of Texas its Attorney s-in-Fact  
to make, execute, seal, and deliver on its behalf as Surety, and as its act and deed, any and all bonds, recognizances, stipulations, undertakings, and other like instruments.

Such bonds, recognizances, stipulations, undertakings, or other like instruments shall be binding upon said Company as fully and to all intents and purposes as if such instruments had been duly executed and acknowledged and delivered by the authorized officers of the Company when duly executed by the aforesaid attorney-in-fact.

In Witness Whereof, MARYLAND AMERICAN GENERAL INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 25th day of September, 1972, at  
Houston, Texas.

ATTEST: (CORPORATE SEAL)

MARYLAND AMERICAN GENERAL INSURANCE COMPANY

(Signed) John R. Kelly By (Signed) Gerald D. Andrews  
Secretary Vice President

STATE OF TEXAS  
COUNTY OF HARRIS  
CITY OF HOUSTON } ss.

On this 25th day of September, A. D., 1972, before the subscriber, a Notary Public of the State of Texas, in and for Harris County, duly commissioned and qualified, came Gerald D. Andrews, Vice President, and John R. Kelly Secretary, of MARYLAND AMERICAN GENERAL INSURANCE COMPANY, to me personally known, and known to be the officers described in, and who executed the preceding instrument; and they each acknowledged the execution of the same; and, being by me duly sworn, they severally and each for himself depose and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their signatures as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at Houston,  
Texas, the day and year first above written.

(NOTARIAL SEAL)

(Signed) Annabel Harris  
Notary Public

My commission expires June 1, 1973

CERTIFICATE

I, a Secretary of the Maryland American General Insurance Company, do hereby certify that I have compared the aforesaid copy of the Power of Attorney with the original now on file among the records of the Home Office of the Company and in my custody, and that the same is a full, true and correct copy, and that the Power of Attorney has not been revoked, amended or abridged, and is now in full force and effect.

Given under my hand as Secretary, and the Seal of the Company, at Houston,  
Texas, this 5th day of March, 1973

RE: APPLICATION FOR AND PERMIT GRANTING BURIED PIPELINE INSTALLATION-BELKNAP ROAD-  
APPROVED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., Commissioner Johnnie Pustka was absent when the motion was made and duly passed, the Court approved the Application for and Permit grantingg buried pipeline installation on Belknap Road, to Fort Bend County Municipal Utility District Number 2.

APPLICATION FOR AND PERMIT GRANTING  
 BURIED PIPELINE INSTALLATION

TO THE HONORABLE COMMISSIONERS' COURT  
 AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW Fort Bend County Municipal Utility District Number 2 acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried pipeline along, under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury pipeline as indicated on the attached plat and keep said pipeline in good condition at all times, and that it will, at petitioner's expense, make any changes in said pipeline and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said pipeline.

The undersigned officer of said Municipal Utility District has full authority  
to bind said District hereto.

Executed in quadruplicate originals this 9<sup>th</sup> day of February  
1973.

James T. Drake  
By:

Attest: Secretary

Ronald W. Chipman

## PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS ON  
 THIS the 19th day of March 1973,  
 on motion duly made, seconded and passed by the COMMISSIONERS' COURT  
 of FORT BEND COUNTY, TEXAS, and spread on its minutes, the above  
 petition is hereby granted, and said applicant is hereby granted (so far as  
 the County is able to grant) permission, right and privilege to lay, maintain,  
 repair and operate a buried pipeline along, under and across the certain  
 roads, ditches, drainage canals and highways as shown on the plats attached  
 to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition  
 and agreements of petitioner, said buried pipeline is to be laid, operated,  
 repaired and maintained so as not to interfere with drainage and proper  
 maintenance and free and undisturbed use of said roads, ditches, drainage  
 canals and highways, to repair all damage incurred due to the construction  
 and maintenance, and to relocate or change at petitioner's risk and expense  
 as directed by the COMMISSIONERS' COURT upon reasonable notice, and  
 to save the COUNTY, each of its COMMISSIONERS and the Drainage  
 District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
 FORT BEND COUNTY, TEXAS

BY: Josh Gato

County Judge

# BERNARD JOHNSON INCORPORATED

5050 WESTHEIMER • HOUSTON, TEXAS 77027 • 713/622-1400 • CABLE: JOHNSENG

March 14, 1973

The Honorable Commissioners' Court  
and County Judge  
Fort Bend County, Texas

Reference: Application by Fort Bend County Municipal Utility District  
Number 2 for permit to install buried pipeline in the right-  
of-way of Belknap Road.

Gentlemen:

Should the Honorable Court see fit to grant the above referenced permit, we, as engineers for the District, certify that all the conditions and requirements for construction set out in the Application and the Permit will be met. In addition, the following special provisions will be incorporated in the specifications and contract for construction:

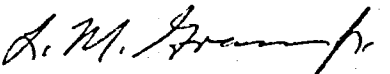
1. The pipe shall have a minimum cover of four feet.  
Excavated trench width shall be a minimum of 24 inches  
and a maximum of 36 inches.
2. Excavated material shall be loaded directly onto trucks  
and disposed of by the contractor. Only enough excavated  
material to fill the top one foot of the trench shall be stock-  
piled on the roadway.
3. No excavated material shall be placed on the road surface  
or in the drainage ditches.
4. The trench shall be backfilled with bank sand, thoroughly  
water tamped, to within one foot of original grade. The  
final one foot shall be backfilled with excavated material  
and compacted with the wheels of power equipment to not  
less than 100% of the density of the original undisturbed  
soil.
5. On completion of the work in the road right-of-way all  
surplus material and construction debris shall be removed  
from the right-of-way and disposed of by the contractor.

PLANNING • ENGINEERING • ARCHITECTURE • SYSTEMS • ECONOMICS  
HOUSTON, TEXAS WASHINGTON, D.C.

The Honorable Commissioners' Court and County Judge  
Page Two  
March 14, 1973

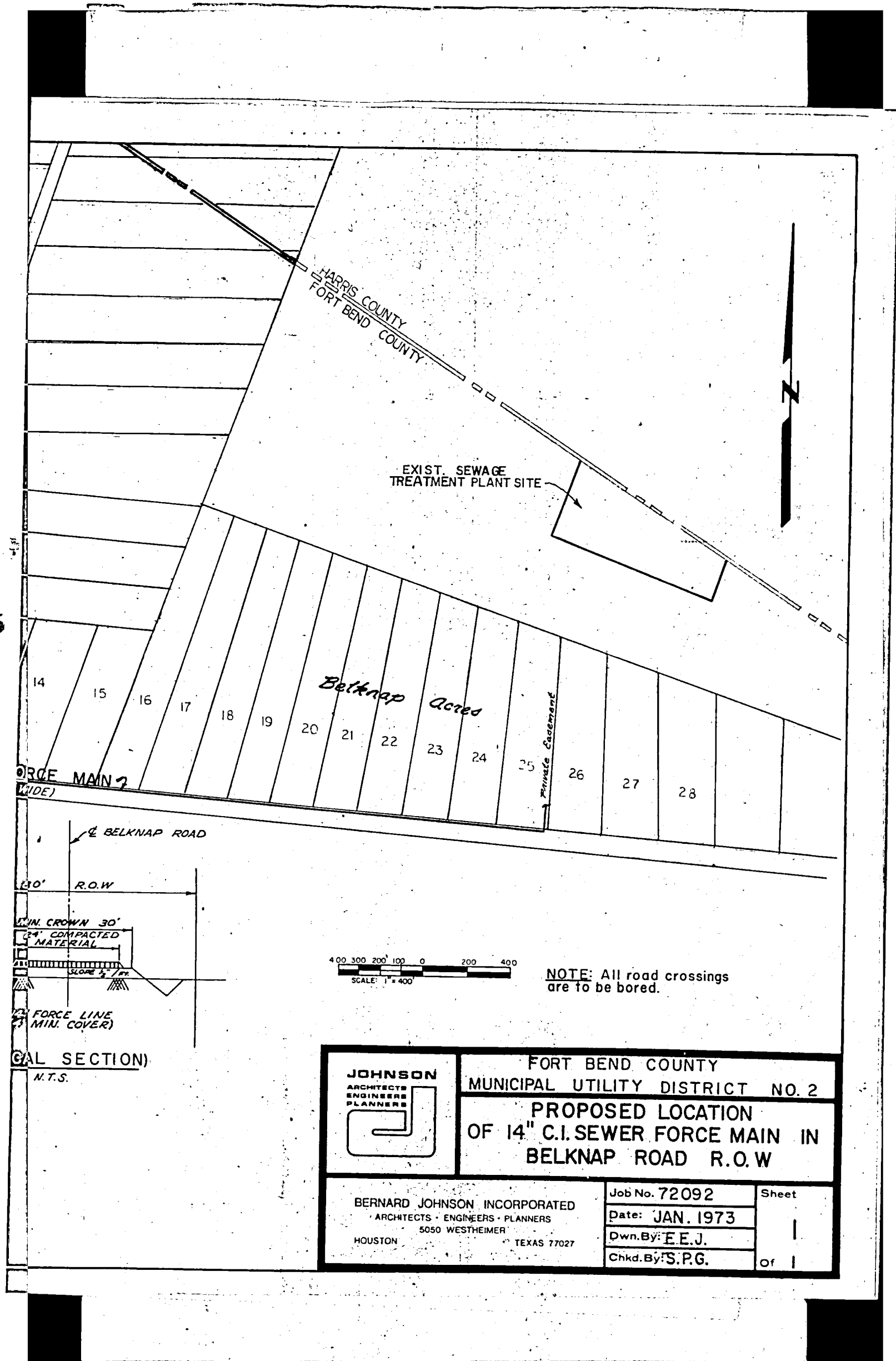
Any damaged road surface shall be repaired with crushed limestone and rutted shoulders shall be bladed to their original grade. In general, the roadway and drainage ditches shall be restored to their original condition, or improved. This work shall be done to the satisfaction of the County Commissioner of Precinct No. 3 and arrangements must be made for him to inspect the work before equipment is removed from the work site.


Respectfully yours,

  
L. M. Graves, Jr., P. E.

cb





|   |   |                    |
|---|---|--------------------|
| <b>JOHNSON</b><br>ARCHITECTS<br>ENGINEERS<br>PLANNERS<br> | <b>FORT BEND COUNTY</b><br><b>MUNICIPAL UTILITY DISTRICT NO. 2</b><br><b>PROPOSED LOCATION</b><br><b>OF 14" C.I. SEWER FORCE MAIN IN</b><br><b>BELKNAP ROAD R.O.W</b> |                    |
|   | Job No. 72092<br>Date: JAN. 1973<br>Dwn. By: E.E.J.<br>Chkd. By: S.P.G.   | Sheet<br>1<br>of 1 |
|   | BERNARD JOHNSON INCORPORATED<br>ARCHITECTS • ENGINEERS • PLANNERS<br>5050 WESTHEIMER<br>HOUSTON TEXAS 77027   |                    |
|   |   |                    |

RE: APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING TO GOLDKING PRODUCTION COMPANY

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, Commissioner Johnnie Pustka, was absent when the motion was made, and duly passed, the Court approved the Application for and permit granting Pipe Line crossing to Goldking Production Company.

APPLICATION FOR AND PERMIT  
GRANTING PIPE LINE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW GOLDKING PRODUCTION CO., 538 The Main Building,

Houston, Texas 77002

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.


Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 19th day of  
March 1973.

Attest: Secretary

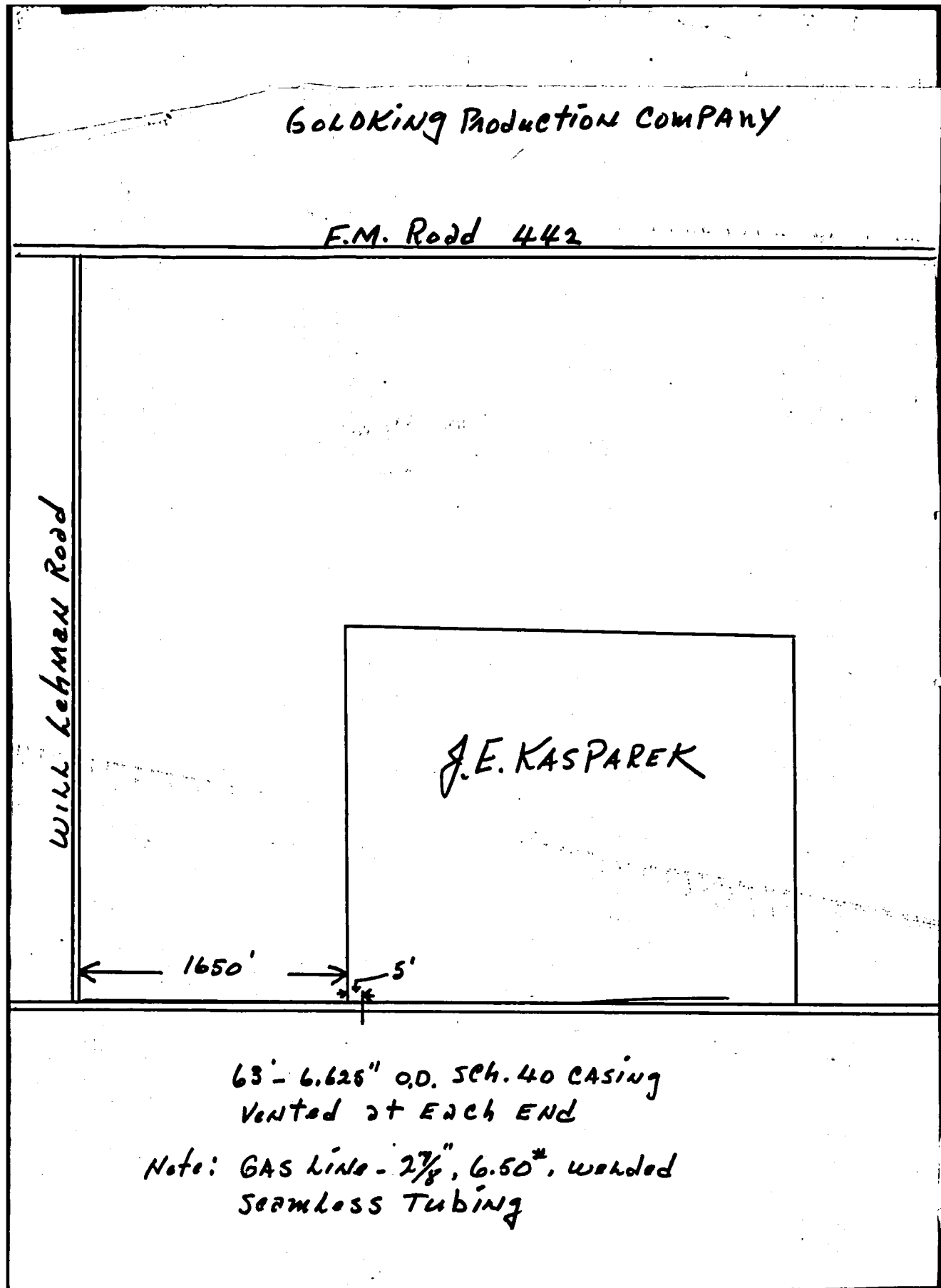
  
Consulting Engineer

## PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS THE 19th day of March, 1933, on motion duly made, seconded and passed by the Commissioners' Court of Fort Bend County, Texas, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (as far as the County is able to grant) permission, right, and privilege, to lay, maintain, repair, and operate a pipe line under and across certain roads, ditches, drainage canals, and highways as shown on the plats attached to said application on file in the County Judges' Office and the Drainage District Office; under the condition and agreements of petitioner, said pipe line is to be laid, operated, repaired, and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals, and highways, and to relocate or change at petitioner's risk and expense as directed by the Drainage District or Commissioners' Court, upon reasonable notice, and to save Fort Bend County, each of its Commissioners', and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXASBy: Joseph Bates  
County Judge



There being no further business, the Court Adjourned at 1:20 o'clock P.M.

Josh Grish

COUNTY JUDGE

ATTEST:

Ella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 26th day of March, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Johnnie Pustka,      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed the Minutes of Special Session of March 19th, 1973, were approved.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Applications for Soil Conservation Work for the following:

Raymond Seiler

Wilfred Hopmann

RE: AMEND THE COUNTY BUDGET FOR 1973

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court agreed to amend the 1973 budget for the General, Officer's Salary and Library fund in the amount of \$105,342.50.

RE: ACCEPTED BID FOR 3 CARS FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the bid of Joe Denton Buick, Co., Rosenberg, Texas for 3 cars for the Sheriff's Department as follows:

2 cars without trade-in in the amount of \$4095.00 each

1 car with trade-in; \$4095.00 less \$975.00 trade-in, being the amount of \$3120.00.

RE: EMPLOYMENT OF AMBULANCE ATTENDANT AND DRIVER FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court approved the employment of David Glinn Wallace as Ambulance Attendant and Driver for the Fort Bend County Ambulance Service, at a Salary of \$595.00 per month, effective March 22, 1973

COUNTY TREASURER'S BOND REPORT

MARCH, 1973

FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1962

|  |              |              |              |
|--|--------------|--------------|--------------|
| Outstanding 3-1-1973 - - -                                     | \$22,675.00  |              |              |
| 6 Int. Coupons No. 19 Off Bds. 42 thru 47 @81.25               |              | \$ 487.50    |              |
| 4 Bonds No. 12 thru 15 at \$5,000.00                           |              | \$ 20,000.00 |              |
| 14 Coupons No. 21 off Bds. 12 thru 24 & 29 at 75.00            |              | \$ 1,050.00  |              |
| 14 Coupons No. 21 Off Bds. 35 thru 48 at 81.25                 |              | \$ 1,137.50  |              |
| Received 4 Bonds Nos. 12 thru 15 at \$5,000.00                 |              |              | \$ 20,000.00 |
| Received 14 Coupons No. 21 Off Bds. 12 thru 24 & 29 at \$75.00 |              |              | \$ 1,050.00  |
| Received 8 Coupons No. 21 Off Bds. 35 thru 41 & 48 at \$81.25  |              |              | \$ 650.00    |
| Amt to Balance   |              |              | \$ 975.00    |
|  | \$ 22,675.00 | \$ 22,675.00 |              |
| 6 Int. Coupons No. 19 Off Bds. 42 thru 47 @81.25               | \$ 487.50    |              |              |
| 6 Int. Coupons No. 21 Off Bds. 42 thru 47 @81.25               | \$ 487.50    |              |              |
|  | \$ 975.00    |              |              |

FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

|   |               |               |              |
|---|---------------|---------------|--------------|
| Outstanding 3-1-1973 - - -                                  | \$113,795.00  |               |              |
| 22 Bonds Nos. 127 thru 148 at \$5,000.00                    |               | \$ 110,000.00 |              |
| 44 Coupons No. 14 Off Bonds 127 thru 170 at \$86.25         |               | \$ 3,795.00   |              |
| Received 22 Bonds Nos. 127 thru 148 at \$5,000.00           |               |               | \$110,000.00 |
| Received 44 Coupons No. 14 off Bds. 127 thru 170 at \$86.25 |               |               | \$ 3,795.00  |
|   | \$ 113,795.00 | \$113,795.00  |              |

FT. BEND COUNTY TIME WARRANTS, SER. 1969

|  |             |             |  |
|--|-------------|-------------|--|
| Outstanding 3- 1- 1973 - - -                           | \$ 9,980.00 |             |  |
| 8 Time Warrants Nos. 23 thru 30 at \$1,000.00          |             | \$ 8,000.00 |  |
| 66 Coupons No. 7 Off Warrants # 23 thru #88 at \$30.00 |             | \$ 1,980.00 |  |
|  |             | \$ 9,980.00 |  |

ROAD DISTRICT NO. 4 SER. 1940 BOND

|  |          |          |  |
|--|----------|----------|--|
| Outstanding 3-1-1973 - - -                     | \$ 50.00 |          |  |
| 2 Coupons No. 77 Off Bds. 166 & 167 at \$25.00 |          | \$ 50.00 |  |

ROAD DISTRICT NO. 8 Ser. 1927 BOND

|   |          |           |  |
|---|----------|-----------|--|
| Outstanding 3-1- 1973 - - -                           | \$110.00 |           |  |
| 44 Coupons No. 59 Off Bds. 210-212-214-216 at \$27.50 |          | \$ 110.00 |  |

## COUNTY TREASURER'S BOND STATEMENT

MARCH, 1973

FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1962

|   |              |
|---|--------------|
| Received 4 Bonds Nos. 12 thru 15 @ \$ 5,000.00                                  | \$ 20,000.00 |
| - Received 14 Coupons No. 21 off Bonds Nos. 12 thru 24<br>and No. 29 @ \$ 75.00 | \$ 1,050.00  |
| - Received 8 Coupons No. 21 off Bonds Nos. 35 thru 41<br>and 48 @ \$ 81.25      | \$ 650.00    |
|   | \$ 21,700.00 |

FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

|  |               |
|--|---------------|
| Received 22 Bonds Nos. 127 thru 148 at \$ 5,000.00           | \$ 110,000.00 |
| Received 44 Coupons No. 14 off Bonds 127 thru 170 @ \$ 86.25 | \$ 3,795.00   |
|  | 113,795.00    |

There being no further business the Court adjourned at 1:35 o'clock P.M.

ATTEST:

Ella Macek  
COUNTY CLERK\_\_\_\_\_  
County Judge

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BE IT REMEMBERED: That on the 2nd day of April, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the minutes of Special Session of March 26, 1973, were approved.

RE: EMPLOYMENT OF DEPUTY IN TAX ASSESSOR-COLLECTORS OFFICE APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized Mrs. Betty Hanzelka, Tax Assessor-Collector to employ Betty Mussil, Deputy to replace Evelyn Ann Milby, who resigned, at a salary of \$330.00 per month, effective April 2, 1973.

RE: PAYMENT OF \$1500.00 to SOIL CONSERVATION PROGRAM APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis and duly passed, the Court approved the payment of \$1500.00, to Soil Conservation Program to supplement salaries.

RE: COMMISSIONERS COURT RELINQUISH RIGHT TO BE FISCAL AGENT FOR EARLY CHILDHOOD DEVELOPMENT PROGRAM

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court relinquished the right to be fiscal agent for the Early Childhood Development Program and to be placed in favor of all the Independent School Districts in Fort Bend County.

RE: PERMISSION FOR COUNTY LIBRARIAN TO TAKE ASSISTANT TO THE LIBRARY CONFERENCE

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court gave the County Librarian, Lucille Lowrie, permission to take her Assistant, Lillie Stavinoha to attend the Library Conference and to be allowed \$75.00 for each.

RE: ADDITIONAL DEPOSIT OF AWARD IN EMINENT DOMAIN PROCEEDINGS FORT BEND COUNTY VS. VERNON S. M. SILVEY, PARCEL NO. 41A(E):  
M. SILVEY, PARCE

LEGAL SERVICES ON PARCEL 41A(E), VERNON S. M. SILVEY

LEGAL SERVICES ON PARCEL 41B(E) CHARLES J. DICKERSON

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the following bills to be paid out of the Road Bond Available Fund.



FORT BEND COUNTY

19 73

To Peareson, Scherer, Roberts & Slone Dr.  
210 3rd St. Richmond, Texas 77469

|       |  |            |  |             |
|-------|--|------------|--|-------------|
| April | Legal services rendered on Parcel 41B(E)       |            |  |             |
|       | Charles J. Dickerson, Account No. 8012-1-13    |            |  |             |
|       | U.S. Highway 59                                | \$1,009.50 |  |             |
|       | Court Cost deposit                             | 15.50      |  |             |
|       | Xerox copies furnished                         | 4.60       |  |             |
|       |  |            |  | \$1,029. 60 |
|       | Approved by Order of the Commissioners' Court: |            |  |             |
|       | <i>John B. Smith</i>                           |            |  |             |
|       | <i>Paul W. B. [unclear]</i>                    |            |  |             |
|       | <i>Ed. [unclear]</i>                           |            |  |             |

There being no further business, the Court adjourned at 1:45 P.M.

COUNTY JUDGE

ATTEST: Ella Mack  
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS.)

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 9th day of April, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Johnnie Pustka       | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis          | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the minutes of Special Session of April 2nd, 1973, were approved.

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in April, 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, and approved.

RE: EMPLOYMENT OF 2 DEPUTIES FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court authorized R. L. "Tiny" Gaston, Sheriff to employ Thomas Stephen Will, Deputy, at a Salary of \$645.00 per month, effective March 15, 1973 and Donald David Bryan, Deputy, at a Salary of \$645.00 per month, effective April 6, 1973.

RE: EMPLOYMENT OF AMBULANCE DRIVER FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the employment of James F. Salter, Ambulance Driver for the Fort Bend County Ambulance Service, to replace Gordon Carter, at a Salary of \$595.00 per month, effective April 7, 1973.

RE: ADVERTISE FOR BIDS FOR 1 USED MOTOR GRADER FOR PRECINCT 2 AND RUBBER TIRE TRACTOR & DUMP TRUCK FOR DRAINAGE DISTRICT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court authorized to advertise for bids for 1 used Motor Grader for Precinct 2 and for a Rubber Tire Tractor and Dump Truck for Drainage District.

RE: AUTHORITY TO BUY NECESSARY MATERIAL TO BUILD AMBULANCE COVER

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court gave Commissioner Johnnie Pustka authority to buy necessary material to build Ambulance Cover for the Fort Bend County Ambulance Service.

RE: APPROVE PAYMENT OF BILL TO HENRY STEINKAMP TO SURVEY COUNTY LIBRARY PLOT-FORT BEND INDEPENDENT SCHOOL DISTRICT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court authorized to pay the bill of \$85.00 to Henry Steinkamp for the boundary Line Survey, set iron pipe corners, calculations, plat and field note description

on 1.157 acre tract of land out of the Fort Bend Independent School District 80 acre tract, in the William Stafford League, for the Fort Bend County Branch Library, which is to be paid out of the Fort Bend County Branch Libraries Fund.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SUGAR LAND TELEPHONE COMPANY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Application for and permit granting telephone cable crossing to Sugar Land Telephone Company.

APPLICATION FOR AND PERMIT  
GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW SUGAR LAND TELEPHONE COMPANY,  
SUGAR LAND, TEXAS

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

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Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 22 day of MARCH  
19 73.

SUGAR LAND TELEPHONE COMPANY

*Peter Slot*  
By: PETER SLOT - EXEC. VICE PRES.

Attest: Secretary

PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 9th day of April 1923,  
 on motion duly made, seconded and passed by the COMMISSIONERS'  
 COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes,  
 the above petition is hereby granted, and said applicant is  
 hereby granted (so far as the County is able to grant) permission,  
 right and privilege to lay, maintain, repair and operate a  
 buried telephone cable under and across the certain roads,  
 ditches, drainage canals and highways as shown on the plats  
 attached to said application on file in the COUNTY JUDGE'S  
 OFFICE; upon the condition and agreements of petitioner,  
 said buried cable is to be laid, operated, repaired and main-  
 tained so as not to interfere with drainage and proper main-  
 tenance and free and undisturbed use of said roads, ditches,  
 drainage canals and highways, to repair all damage incurred  
 due to the construction and maintenance, and to relocate or  
 change at petitioner's risk and expense as directed by the  
 COMMISSIONERS' COURT upon reasonable notice, and to save the  
 COUNTY, each of its COMMISSIONERS' and the Drainage District  
 harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
 FORT BEND COUNTY, TEXAS

BY: Jack Gates  
 County Judge

THE STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME Adoria

Joy Voss, in and for FORT BEND

County, Texas, on this day personally appeared PETER SLOT, EXEC. VICE  
PRESIDENT OF SUGAR LAND  
TELEPHONE COMPANY 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 22 day of MARCH,

A. D. 1973

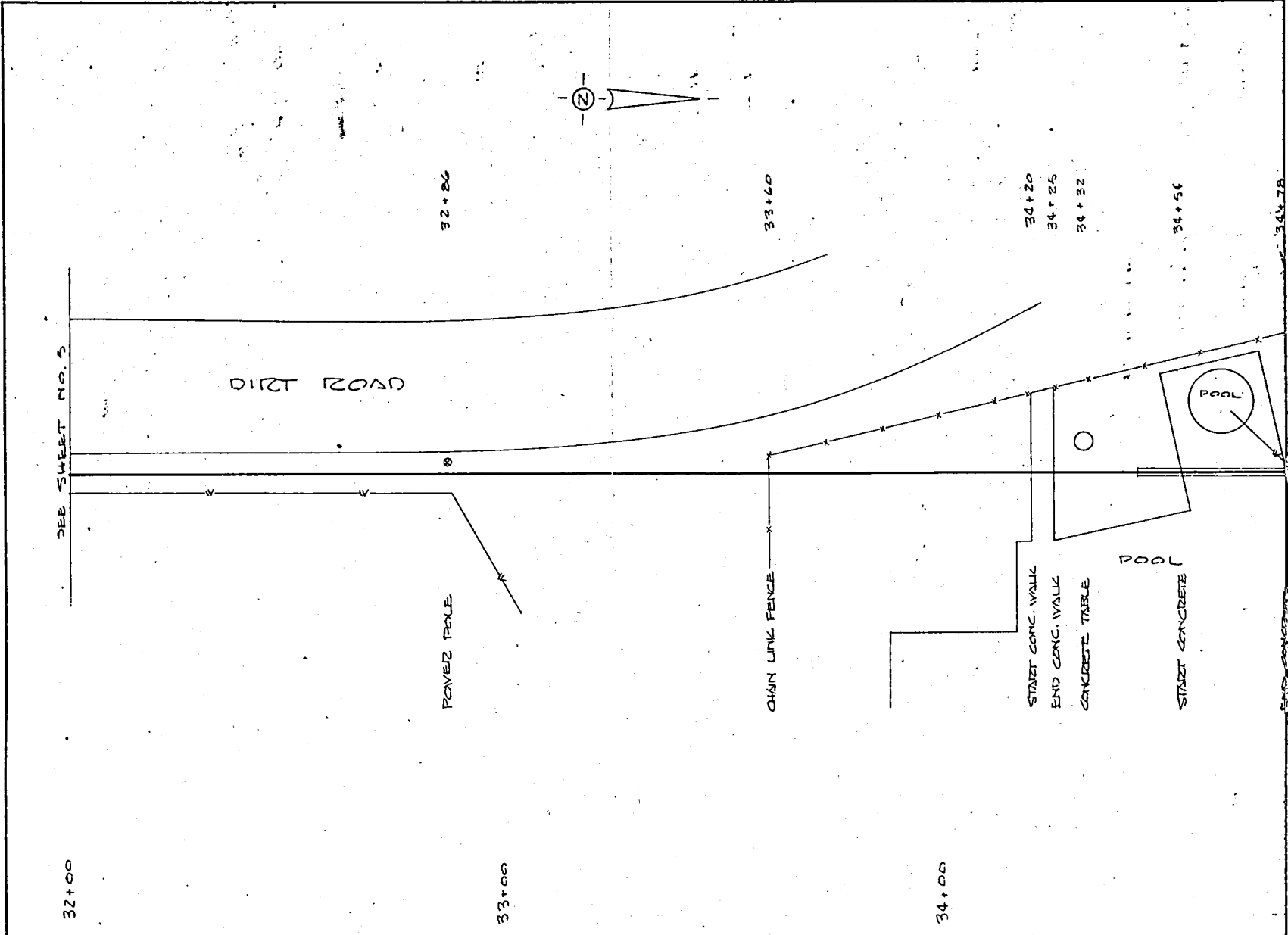
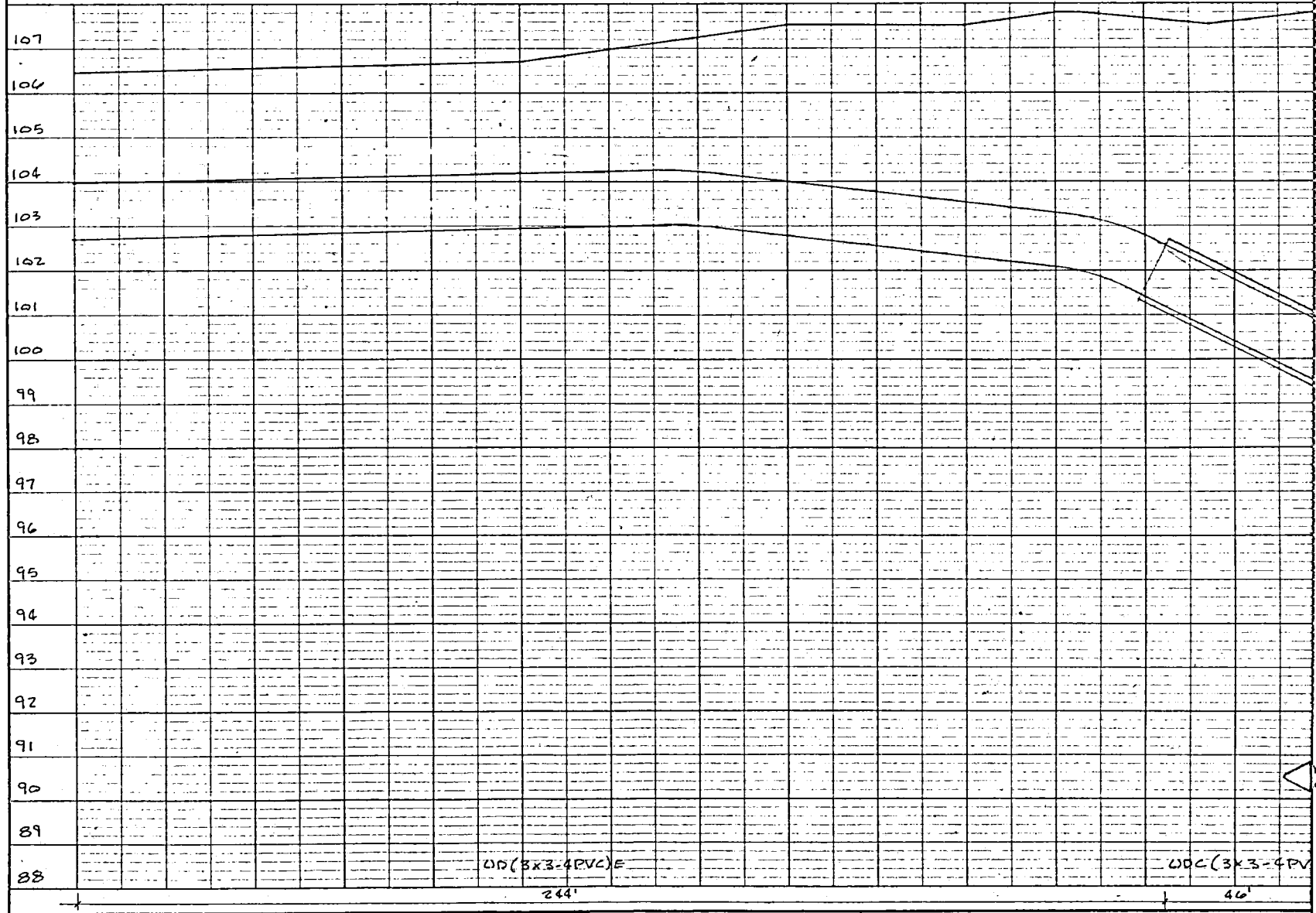
(seal)

Adoria Joy Voss

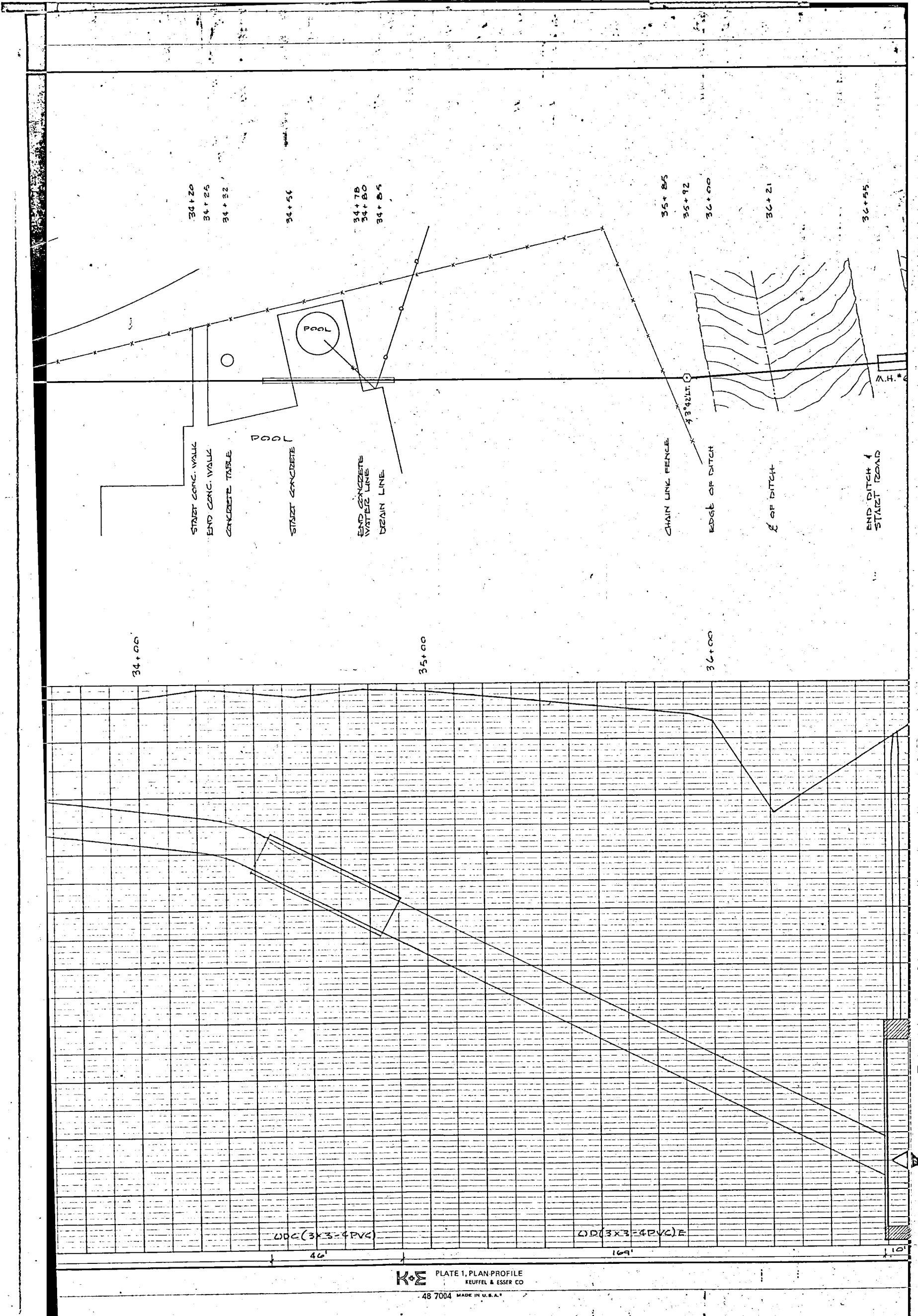
Notary Public in and for Ft. Bend County, Tex

| PLAN               |    | DATE |  |
|--------------------|----|------|--|
| SURVYD.            | BY |      |  |
| PLOTTED            |    |      |  |
| NOTE BOOK          |    |      |  |
| ALIGNMENT CHECKED  |    |      |  |
| RT. OF WAY CHECKED |    |      |  |
| No.                |    |      |  |

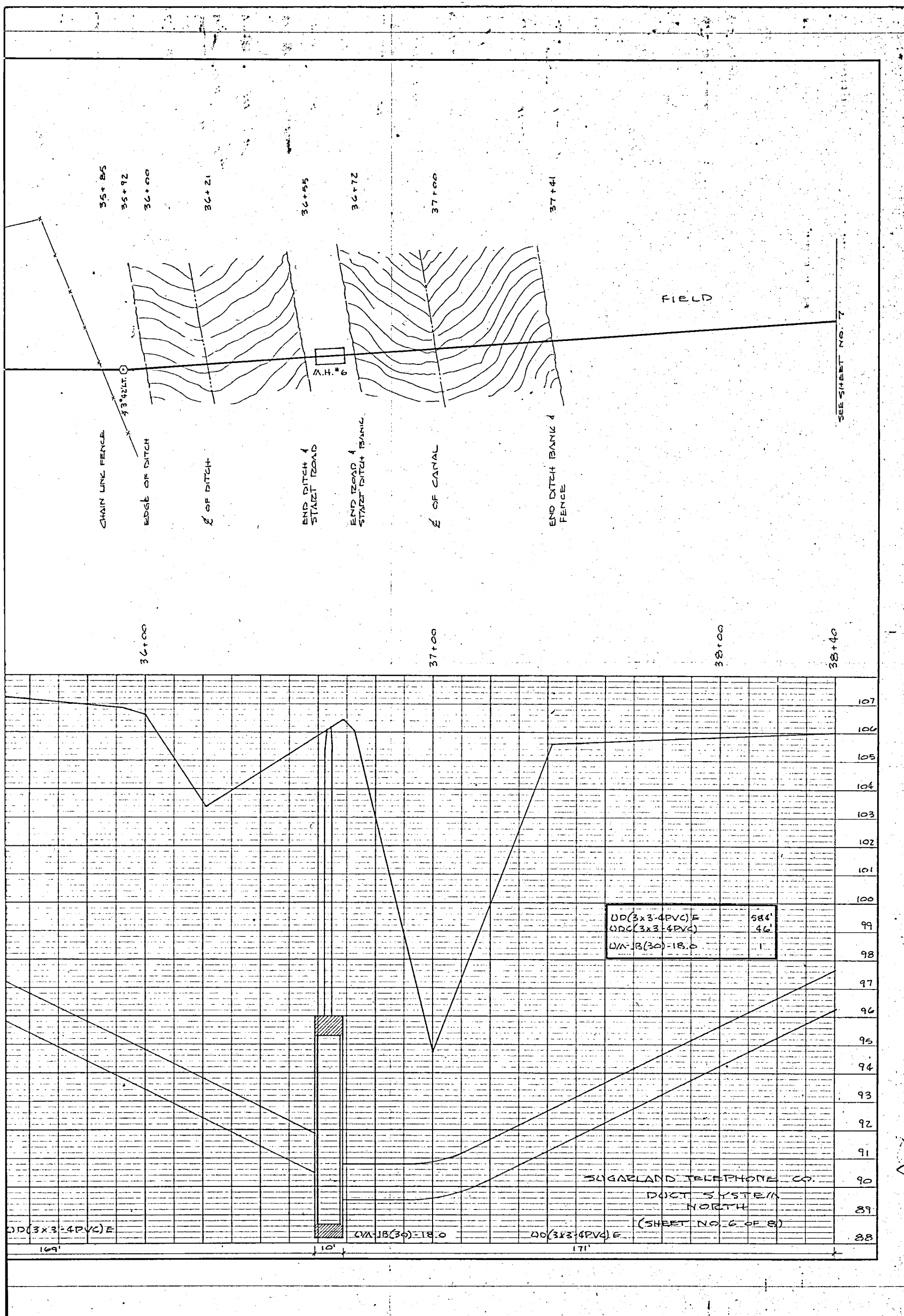
| PROFILE                    |    | DATE |  |
|----------------------------|----|------|--|
| SURVYD.                    | BY |      |  |
| PLOTTED                    |    |      |  |
| NOTE BOOK                  |    |      |  |
| GRADES CHECKED             |    |      |  |
| B. M.'S. NOTED             |    |      |  |
| VERTICUT NOTATIONS CHECKED |    |      |  |
| No.                        |    |      |  |



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RE: APPROVE RESOLUTION FAVORING FUNDS FROM CRIMINAL JUSTICE COUNCIL TO UPGRADE  
THE DISTRICT ATTORNEY'S OFFICE

On motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka,  
and duly passed, ; the Court authorized and directed the County Judge, Josh Gates to  
sign the Resolution favoring funds from Criminal Justice Council to upgrade the  
District Attorney's office.

THE STATE OF TEXAS  
COUNTY OF FORT BEND

COMMISSIONERS COURT  
FORT BEND COUNTY, TEXAS

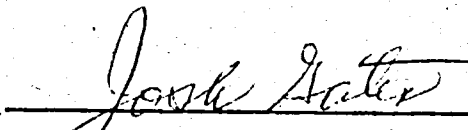
R E S O L U T I O N

WHEREAS, The County of Fort Bend has, in the past, been in full support of law enforcement, and in full support of the District Attorney's Office, and has contributed financially and through contribution of space for clerical work, and,

WHEREAS, it is found that the District Attorney's Office is attempting to upgrade its services by use of funds available through the Texas Criminal Justice Council by obtaining a grant therefrom. The County being in favor of such improvement and such grant for use in law enforcement, and,

WHEREAS, the County heretofore has been contributing, it will now therefore continue to contribute in the amount and in the manner heretofore done, and

WHEREAS, the Commissioners Court authorizes the County Judge of said county to sign this Resolution favoring continued contribution and to sign said grant and place the same on the Minutes Commissioners Court.

  
JOSH GATES, COUNTY JUDGE OF FORT  
BEND COUNTY, TEXAS

There being no further business, the Court adjourned at 1:45 o'clock P.M.

ATTEST:   
COUNTY CLERK

\_\_\_\_\_  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 16th day of April, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                     |                        |
|---------------------|------------------------|
| Josh Gates,         | County Judge           |
| Johnnie Pustka      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr. | Commissioner Prec. # 2 |
| J. M. Davis         | Commissioner Prec. # 3 |
| Ed. H. Helwig,      | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Regular Session of April 9, 1973 were approved with the exception of the last paragraph of the order RE: Approve Resolution favoring funds from Criminal Justice Council to upgrade the District Attorney's office, "It will not be necessary for a Criminal District Attorney, so long as a Criminal Justice Council is Participation for 4 years." be deleted from the order.

RE: TRANSFER OF CERTIFICATE OF TITLE ACCOUNT APPROVED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed; the sum of \$976.00 collected by Tax Assessor/ Collector for Quarter ending March 1973, was transferred from Certificate of Title Account to Officer's Salary Fund, was approved.

RE: APPROVE TRANSFER OF \$56,000.00 FROM REVENUE SHARING FUND TO FORT BEND COUNTY BRANCH LIBRARY FUND AND BALANCE TO AUDITORS RESERVE

On Motion of Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the transfer of \$56,000.00 to the Fort Bend County Branch Library Fund for use of the 2 Branch Libraries- Staff, Supplies, Books and equipment. The balance of the Revenue Sharing Fund received to be kept in the Auditors Reserve.

RE: RIGHT OF WAY ON FARM TO MARKET ROAD 1640 AND FARM TO MARKET ROAD 2218

On Motion of Commissioner Johnnie Pustka and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court agreed to acquire Right of Way for widening of Farm to Market Road 1640, from the City Limits of Rosenberg to Farm to Market Road 2218, and widening of Farm to Market Road 2218 from the point of it's intersection with Farm to Market Road 1640 to Farm to Market Road 762.

RE: APPOINT 2 MEMBERS ON THE HEALTH COMMISSION OF THE HOUSTON-GALVESTON COUNCIL OF GOVERNMENTS

On Motion of Johnnie Pustka and seconded by Commissioner Ed. H. Helwig, and duly passed, the Commissioner's Court appointed Mrs. Dean Leaman and Craig Zimmerman on the Health Commission of Houston-Galveston Council of Governments.

RE: EMPLOYMENT OF PART TIME AMBULANCE DRIVER FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig and duly passed, William Charles McMillon was approved as part time ambulance driver for the Fort Bend County Ambulance Service at a salary of \$300.00 per month effective April 15, 1973.

RE: AUTHORIZE JUDGE TO SIGN APPLICATION FOR MAJOR TASK FORCE FUNDS

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis; Johnnie Pustka, Commissioner Prec. #1 abstained; and duly passed the Court authorized the County Judge to sign application for Major Task Force Funds.

RE: TREASURER'S QUARTERLY REPORT APPROVED

On Motion of Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the County Treasurer's Quarterly Report for January, February and March, 1973 which is as follows:

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April 6,  
19 73

FORT BEND COUNTY

To Betty J.Hanzelka, Tax A/C Dr.

March Quarter of Certificate of Titles

|                                   |             |         |    |  |  |
|-----------------------------------|-------------|---------|----|--|--|
| January                           | 1052 Titles | \$ 263  | 00 |  |  |
| February                          | 1137 Titles | 284     | 25 |  |  |
| March                             | 1715 Titles | 428     | 75 |  |  |
|                                   | 3904 Titles | \$ 976  | 00 |  |  |
| Expense:                          |             |         |    |  |  |
| Salary 574.75 per 3 mos.          |             | \$ 1724 | 25 |  |  |
| <i>OK Betty J. Hanzelka Jan 9</i> |             |         |    |  |  |
|                                   |             |         |    |  |  |
|                                   |             |         |    |  |  |
|                                   |             |         |    |  |  |

AFFIDAVIT OF COMMISSIONERS' COURT AS TO COUNTY FINANCES. (R. S. Arts. 1636-1637.)

STAFFORD-LOWDON CO. FORT WORTH 25944

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF

COMMISSIONERS' COURT

M. ELIZABETH WILLIAMS

FORT BEND County, Texas,  
In Regular Session,

Treasurer of Fort Bend County, Texas.

Term, 19

WE, THE UNDERSIGNED, as County Commissioners within and for said FORT BEND County, and the Hon. JOSH GATES, County Judge of said FORT BEND County, constituting the entire Commissioners' Court of said County, and each one of us, do hereby certify that on this, the 16th day of APRIL A. D. 1973, at a regular term of our said Court, we have compared and examined the report of M. ELIZABETH WILLIAMS Treasurer of said County, for the period beginning on the 1st day of JANUARY A. D. 1973, and ending on the 31st day of MARCH A. D. 1973, and finding the same correct have caused an order to be entered upon the minutes of the Commissioners' Court of said County, stating the approval of said Treasurer's Report by our said Court, which said order recites separately the amount received and paid out of each fund by said County Treasurer since his last report to this Court, and for and during the time covered by his present report, and the balance of each fund remaining in said Treasurer's hands on the said 31st day of MARCH A. D. 1973, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Articles 1636-1637, Chapter 1, Title 34 of the Revised Statutes of Texas, 1925.

And we, and each of us, further certify that we have actually and fully inspected and counted all the actual cash and assets in hands of the said Treasurer belonging to FORT BEND County at the close of the examination of said Treasurer's Report, on this the 16 day of APRIL A. D. 1973, and find the same to be as follows, to-wit:

| NAME OF THE ISSUE                           | BALANCE ON<br>HAND<br>January 1, '73 | RECEIVED<br>DURING<br>THE QTR. | PAID OUT<br>DURING<br>THE QTR. | BALANCE ON<br>HAND<br>MARCH 31, 1973 |
|---|--------------------------------------|--------------------------------|--------------------------------|--------------------------------------|
| JURY FUND:                                  | \$ 20,757.54                         | \$ 12,185.57                   | \$ 4,981.94                    | \$ 27,961.17                         |
| ROAD AND BRIDGE FUND                        | \$546,125.54                         | \$896,986.91                   | \$577,901.49                   | \$865,210.96                         |
| GENERAL FUND                                | \$404,129.02                         | \$396,634.74                   | \$480,618.24                   | \$320,145.52                         |
| LIBRARY FUND                                | \$ 21,592.18                         | \$ 85,209.74                   | \$ 40,145.58                   | \$ 66,656.34                         |
| OFFICERS SALARY FUND O/D Bal.               | \$ 16,651.76                         | \$118,492.27                   | \$145,945.58                   | \$ 10,801.55 O/D                     |
| PERMANENT IMPROVEMENT AVAIL. FUND           | \$ 30,274.14                         | \$ 19,055.20                   | \$ 21,408.09                   | \$ 27,921.25                         |
| FT. BEND CO. TIME WARRANTS, Ser. '69, Sink. | \$ 14,275.83                         | \$ 8,110.39                    | \$ 9,980.00                    | \$ 12,406.22                         |
| UNLIMITED TX. RD. BDS, Ser. '62 & '66, S.   | \$413,031.83                         | \$270,965.39                   | \$681,113.40                   | \$ 2,883.82                          |
| DRAINAGE DIST. MAIN. AVAIL. FUND            | \$187,256.33                         | \$205,296.20                   | \$153,834.57                   | \$238,717.96                         |
| DRAINAGE DIST. BOND AVAIL. FUND             | \$110,888.76                         | \$ 2,772.00                    | \$101,865.00                   | \$ 11,795.76                         |
| ROAD BOND AVAIL. FUND                       | \$203,998.83                         | \$ 50,000.00                   | \$180,153.04                   | \$ 73,845.79                         |
| COUNTY LAW LIBRARY                          | \$ 3,961.16                          | \$ 596.00                      | \$ 350.13                      | \$ 4,207.03                          |
| CERTIFICATE OF TITLE FUND                   | \$ 543.50                            | \$ 780.75                      | \$ 777.00                      | \$ 547.25                            |
| FARM TO MKT. & LATERAL ROADS FD.            | \$173,191.47                         | \$232,796.23                   | \$165,411.12                   | \$240,576.58                         |
| LATERAL ROADS FUND                          | \$ 25,951.88                         | \$ - - - -                     | \$ 2,842.53                    | \$ 23,109.35                         |
| COUNTY SOC. SECURITY FUND                   | \$ 90,031.49                         | \$ 85,076.84                   | \$ 76,058.26                   | \$ 99,050.07                         |
| DRAINAGE DIST. SOCIAL SECURITY FUND         | \$ 13,274.63                         | \$ 4,090.81                    | \$ 3,612.07                    | \$ 13,753.37                         |
| INCOME TAX FUND                             | \$ .00                               | \$ 42,902.60                   | \$ 42,902.60                   | \$ .00                               |
| CRIMINAL JUSTICE PLAN, FD. CT. COSTS        | \$ 2,012.50                          | \$ 2,790.00                    | \$ 2,980.00                    | \$ 1,822.50                          |
| FT. BEND CO. VOTER REGISTRATION FD.         | \$ 2,551.64                          | \$ - - - -                     | \$ 2,041.05                    | \$ 510.59                            |
| FT. BEND CO. REVENUE SHARING TR. FUND       | \$249,148.00                         | \$339,117.32                   | \$538,520.77                   | \$ 49,744.55                         |
| DOG REGISTRATION FEE FUND                   | \$ .00                               | \$ 7.00                        | \$ - - - -                     | \$ 7.00                              |
| FT. BEND CO. BRANCH LIBRARIES FUND          | \$ .00                               | \$270,000.00                   | \$235,987.81                   | \$ 34,012.19                         |
| TOTALS                                      | \$2,529,648.03                       | \$3,043,865.96                 | \$3,469,430.27                 | \$2,104,083.72                       |

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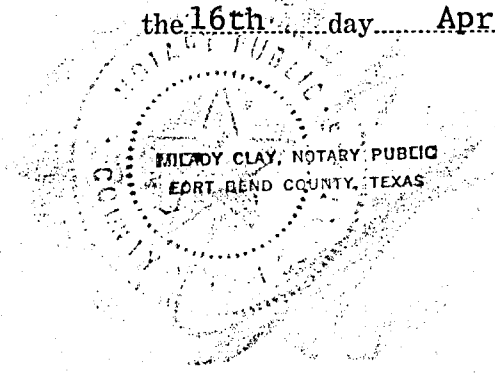
| ASSETS   |                |
|--|----------------|
| The following securities are in the County Treasurer's Safety Deposit Box:   |                |
| FORT BEND SCHOOL OWNS:<br>4 Town of Needville Sanitary System Bonds<br>Dated July 10, 1972. Bonds Nos. 48 thru 51 at \$1,000.00  | \$ 4,000.00    |
| FARM TO MARKET AND LATERAL ROADS FUND OWNS:<br>\$100,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by<br>the County Treasurer of Fort Bend County.     | \$100,000.00   |
| FT. BEND CO. BRANCH LIBRARIES FUND OWNS:<br>\$220,000.00 worth of U. S. Treas. bills. Safekeeping receipts are held by<br>The County Treasurer of Fort Bend County.        | \$220,000.00   |
| FT. BEND CO. REVENUE SHARING TRUST FUND OWNS:<br>\$350,000.00 worth of U. S. Treas. bills. Safekeeping receipts are held by<br>the County Treasurer of Fort Bend County.   | \$350,000.00   |
| General Fund Owns:<br>\$300,000.00 worth of U. S. Treas. bills. Safekeeping receipts are held by<br>the County Treasurer of Fort Bend County.                              | \$300,000.00   |
| ROAD BOND AVAILABLE FUND OWNS:<br>\$100,000.00 worth of U. S. Treas. bills. Safekeeping receipts are held by<br>the County Treasurer of Fort Bend County.                  | \$100,000.00   |
| DRAINAGE DISTRICT BOND AVAILABLE FUND OWNS:<br>\$100,000.00 worth of U. S. Treas. bills. Safekeeping receipts are held by<br>the County Treasurer of Fort Bend County.     | \$100,000.00   |
| DRAINAGE DISTRICT MAINTENANCE AVAIL. FUND OWNS:<br>\$ 50,000.00 worth of U. S. Treas. bills. Safekeeping receipts are held by<br>the County Treasurer of Fort Bend County. | \$ 50,000.00   |
| GRAND TOTAL  | \$1,224,000.00 |

| BONDED INDEBTEDNESS                               |                   |              |
|---|-------------------|--------------|
| Name of the Issue                                 | Date of the Issue |              |
| Unlimited Tax Road Bds. Ser.1962                  | 8-1-1962          | \$120,000.00 |
| Unlimited Tax Road Bds. Sdr.1966                  | 2-1-1966          | \$110,000.00 |
| Ft.Bend Co.Time Warrants,Ser.'69                  | 8-15-1969         | \$ 58,000.00 |
| TOTAL   |                   | \$288,000.00 |
| GRAND TOTAL, FORT BEND COUNTY BONDED INDEBTEDNESS |                   | \$288,000.00 |

WITNESS OUR HANDS, officially, this 16th day of April A. D. 1973

*Josh Gates*  
County Judge.  
*Johnnie Pustka*  
Commissioner Precinct No. 1  
*Paul R. Wenzel, Jr.*  
Commissioner Precinct No. 2.  
*J. M. Davis*  
Commissioner Precinct No. 3.  
*Ed Helwig*  
Commissioner Precinct No. 4.

SWORN TO AND SUBSCRIBED before me, by Josh Gates, County Judge,  
and Johnnie Pustka and Paul R. Wenzel, Jr.  
and J. M. Davis and Ed H. Helwig  
County Commissioners of said Fort Bend County, each respectively, on this,  
the 16th day of April A. D. 1973.



*Mickey Clay*  
Notary Public in and for  
Fort Bend County, Texas

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**Affidavit of Commissioners' Court**  
TO  
TREASURER'S QUARTERLY REPORT  
FROM  
Term  
Filed this 16 day of April A. D. 1973  
*Ed Helwig*  
County Clerk  
*Johnnie Pustka*  
County, Texas.  
By *Johnnie Pustka* Deputy.  
Recorded this day of A. D. 1973  
in Book, page, of the  
Minutes of the Commissioners' Court.  
County Clerk.  
County, Texas.  
By Deputy.  
STATE OF TEXAS, FORT BEND COUNTY, TEXAS 22944

RE: APPROVE BILL FOR DOW CHEMICAL CO. UTILITY ADJUSTMENT U.S. HWY 59

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the bill for Dow Chemical Co., U.S.A. Utility Adjustment on U. S. Highway 59, Fort Bend County Project U-8699 in the amount of \$8,929.47.



**DOW CHEMICAL U.S.A.**  
TEXAS DIVISION • P. O. DRAWER 'K' • FREEPORT, TEXAS 77541  
AN OPERATING UNIT OF THE DOW CHEMICAL COMPANY

**ORIGINAL INVOICE**

MISC. INVOICE NO. T-34359

DATE June 30, 1972

CHARGED

TO: Fort Bend County  
Richmond, Texas 77469

Attn: Honorable Josh Gates

TERMS NET CASH  
REMIT TO: FREEPORT, TEXAS

FOR:

CJF/nm

AMOUNT

8012-1-12

Costs incurred for your account in connection with Utility  
adjustment on U. S. Highway 59, Fort Bend County.  
Project U-8699

Contractor (Troy, Inc.)  
Dow Labor  
Dow Furnished Material

6,500.34  
953.25  
1,475.88

\$8,929.47

(Not Subject to Texas State Sales Tax)

*John P. Smith*  
*Paul H. Hertz*  
*Letter Dec. 19 to County setting upper*  
*by Highway Dept. setting set*  
*limit of State cost Part. at this amount.*  
*Schrock property*  
*6" line with*  
*12" split main*

RE: ORDER CANVASSING RETURNS AND DECLARING RESULTS OF COUNTY SCHOOL TRUSTEE ELECTION

On Motion of Commissioner Johnnie Pustka and seconded by Commissioner J. M. Davis,  
m and duly passed the Commissioners Court canvassed County School Trustee Election and declared  
results.

16-2620 (A1202)—Order Declaring Results of County School Trustee Election (12-69)

Steck-Warlick Co., Austin, Texas

## ORDER DECLARING RESULTS OF COUNTY SCHOOL TRUSTEE ELECTION

THE STATE OF TEXAS

COUNTY OF Fort Bend

On this the 7th day of April, 1973, the Commissioner's Court of  
Fort Bend County, State of Texas, convened in Special

session open to the public at its regular meeting place in the County Courthouse, Richmond

Texas, with the following members present, to-wit:

Josh Gates

County Judge

Johnnie Pustka

Commissioner Precinct No. 1

Paul R. Wenzel, Jr.

Commissioner Precinct No. 2

J. M. Davis

Commissioner Precinct No. 3

Ed. H. Helwig

Commissioner Precinct No. 4

constituting a quorum, and among other proceedings had by said Commissioner's Court were the following:

There came on to be considered the returns of the County School Trustee election held on the 7th  
day of April, 1973, and it appearing and is so found that said  
election was duly called, that notice of said election was given in conformity with the laws of the State of  
Texas, and that said election was in all respects legally held and that said returns were duly and legally  
made and that each of the candidates in said election received the following votes, to-wit:

### FOR MEMBER FROM COUNTY AT LARGE:

R. Lee Wallace 1203 VOTES

Write in's -

L. A. Wheeler

1 VOTES

Warren Irwin

1 VOTES

### FOR MEMBER FROM COMMISSIONER PRECINCT NO. 1:

Raymond Saage

113 VOTES

Write in- Dr. Isaac Klienmann

1 VOTES

### FOR MEMBER FROM COMMISSIONER PRECINCT NO. 2:

Clifton Wenzel

388 VOTES

VOTES

IT IS, THEREFORE, FOUND, DECLARED AND SO ORDERED, by the Commissioner's Court of  
Fort Bend

County, Texas, that at said election the following  
candidates were duly elected to the County Board of School Trustees of said County, subject to their  
taking their oaths, to-wit: R. Lee Wallace- County Trustee at Large  
Raymond Saage-Trustee Commissioner Pct. No. 1  
Clifton Wenzel-Trustee Commissioner Precinct No. 2

It is further found and determined that written notice of the date, place and subject of this meeting was  
posted on the bulletin board located at a place convenient to the public in the county courthouse of this county  
and that said notice as posted complied with all of the requirements of Article 6252-17.

The above order being read, it was moved and seconded that same do pass. Thereupon, the question  
being called for, the following members of the Court voted AYE: Johnnie Pustka,  
Paul R. Wenzel, Jr., J. M. Davis, Ed. H. Helwig;  
and the following voted NO: None

PASSED, APPROVED AND ADOPTED, this the 16th day of April,  
19 73.

Josh Gates  
County Judge

John Pustka  
Commissioner Precinct No. 1

Paul R. Wenzel, Jr.  
Commissioner Precinct No. 2

Ed. H. Helwig  
Commissioner Precinct No. 4

Jim Davis  
Commissioner Precinct No. 3

## COUNTY TREASURERS BOND REPORT

APRIL, 1973

## FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1962

Outstanding 4-1-1973 - - - \$975.00

6 Int. Coupons No. 19 Off Bds. 42 thru 47 at \$81.25

\$ 487.50

6 Int. Coupons No. 21 Off Bds. 42 thru 47 at \$81.25

\$ 487.50

---

\$ 975.00

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

Outstanding 4-1-1973 - - - None

## FT. BEND COUNTY TIME WARRANTS, SER. 1969 SINKING

Outstanding 4-1-1973 - - - \$ 9,980.00

8 Time Warrants Nos. 23 thru 30 at \$1,000.00

\$ 8,000.00

66 Coupons No. 7 Off Warrants Nos. 23 thru 88  
at \$30.00

\$ 1,980.00

Received 8 Time Warrants Nos. 23 thru 30 at  
\$1,000.00

\$ 8,000.00

Received 66 Coupons No. 7 Off Warrants Nos. 23 thru 88  
at \$30.00

\$ 1,980.00

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\$ 9,980.00 

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\$ 9,980.00

## ROAD DISTRICT NO. 4 SER. 1940 BOND

Outstanding 4-1-1973 - - - \$50.00

2 Coupons No. 77 Off Bds. 166 & 167  
at \$25.00

\$ 50.00

## ROAD DISTRICT NO. 8 SER. 1927 BOND

Outstanding 4-1-1973 - - - \$110.00

4 Coupons No. 59 Off Bds. 210-212-214-216  
at \$27.50

\$ 110.00

C. C. H.

## COUNTY TREASURER'S BOND STATEMENT

APRIL, 1973

## FT. BEND COUNTY TIRE WARRANTS, SER. 1969 SINKING FUND

Dated 8-15-1969 Due 2-15-1973

Received 8 Tires Warrants Nos. 23 thru 30 at

\$1,000.00

\$ 8,000.00

Received 66 Coupons No. 7 Off Warrants Nos. 23 thru 33 at \$30.00

\$ 1,980.00

---

\$ 9,980.00

5

There being no further business, the Court adjourned at 2:30 o'clock P.M.

ATTEST:

Ella Macek  
COUNTY CLERKJosh Bates  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 23rd day of April, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka       | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

J. M. Davis, Commissioner Prec. # 3 was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of April 16, 1973 were approved.

RE: ACCEPT BID FOR MOTOR GRADER FOR PRECINCT #2

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court accepted the bid of Plains Machinery Company, Houston, Texas, for a Motor Grader for Precinct #2 in the amount of \$7350.00.

RE: MOTION TO EMPLOY HASKINS & SELLS AS AUDITORS TO AUDIT COUNTY BOOKS

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court authorized to employ Haskins & Sells, Certified Public Accountants, as Auditors to audit the County Books for the year 1972; not to exceed \$18,000.00.

RE: MOTION TO ADVERTISE FOR BIDS FOR FORT BEND COUNTY BRANCH LIBRARIES

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized to advertise for bids on buildings and furniture for the Branch Libraries in Fort Bend County.

Bids for the Buildings to be opened on May 14, 1973 and Bids for Furniture to be opened on May 21, 1973.

RE: MOTION TO PAY BILL TO WYLIE W. VALE, A.I.A. AND ASSOCIATE ARCHITECTS FOR FORT BEND COUNTY BRANCH LIBRARIES

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized to pay to Wylie W. Vale, A.I.A. and Associate Architects for the Fort Bend County Branch Libraries, for preliminary work done, as follows:

April 23, 1973

County Judge Josh Gates  
Fort Bend County  
County Courthouse  
Richmond, Texas 77469

Re: Fort Bend County Libraries

Dear Judge Gates:

In accordance with our agreement, we hereby hand you our statement for preliminary work, based on \$200,000.00.

8½% of  
\$200,000.00

\$ 17,000.00

30% of 8½%  
Now Due

\$ 5,100.00

WYLIE W. VALE & ASSOCIATE  
Architects

*Wylie W. Vale*  
Wylie W. Vale

WWV:cc

*John D. Smith*  
*Frank Wenzel*

*Ed. H. Melwig*

ASSOCIATE: CECIL N. DUNLAP A.I.A.

RE: MOTION TO POSTPONE HIRING OF BRANCH LIBRARY STAFF FOR TWO WEEKS

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, and duly passed, the Court ordered to postpone the hiring of Branch Library Staff for two weeks, until a tentative study can be made for financing same and advertising for applications for same.

RE: COUNTY CLERK GIVEN PERMISSION TO LOAN ORIGINAL MINUTES OF JAY BIRD DEMOCRATIC ASSOCIATION AND OLD BRAND BOOK TO THE FORT BEND COUNTY MUSEUM

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court gave Ella Macek, County Clerk permission to loan the Original Minutes of the Jay Bird Democratic Association and Old Brand Book to the Fort Bend County Museum.

RE: ACCEPTANCE OF TWO STREETS SOUTH OF FULSHEAR IN N. T. WOMACK SUBDIVISION

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the acceptance of two streets (Country Lane and Shady Lane) South of Fulshear in the N. T. Womack Subdivision!

## HENRY STEINKAMP, JR., INC.

CONSULTING ENGINEER

1117 TOBOLA STREET

P. O. BOX 223

ROSENBERG, TEXAS 77471

HOUSTON - ROSENBERG

713-342-2241

HENRY STEINKAMP, JR.  
REGISTERED PROFESSIONAL ENGINEER  
FRANKLIN R. SCHODEK  
REGISTERED PUBLIC SURVEYOR

April 18, 1973

A Field Note Description of the centerline of a 60 foot wide road easement in the Randon & Pennington League, Abstract 75, Fort Bend County, Texas.

For Connection Begin at an iron pipe marking the Northeast corner of a 70 Acre Tract (Vol. 469, Page 538 Deed Records) and the Northwest corner of the Lola Avis 70 Acre Tract and in the South line of the original Lola Avis 24.27 Acre Tract; THENCE, North  $89^{\circ} 26' 40''$  West, 974.9 feet to the Northwest corner of said 70 Acre Tract; THENCE, South  $01^{\circ}$  West, 2074.91 feet to the Southeast corner of a 25.16 Acre Tract; THENCE, West, 491.55 feet along the South line of said 25.16 Acre Tract to an iron pipe for the Northwest corner of a 4.18 Acre Tract and Northeast corner of a 4.26 Acre Tract for the place of beginning for this tract;

THENCE, South  $01^{\circ}$  West, 200.0 feet to an angle point;

THENCE, South  $06^{\circ} 49' 40''$  East, 176.22 feet to an angle point; and Southwest corner of said 4.18 Acre Tract and the Northwest corner of a 4.20 Acre Tract;

THENCE, South  $02^{\circ} 58'$  West, 116.49 feet to an angle point;

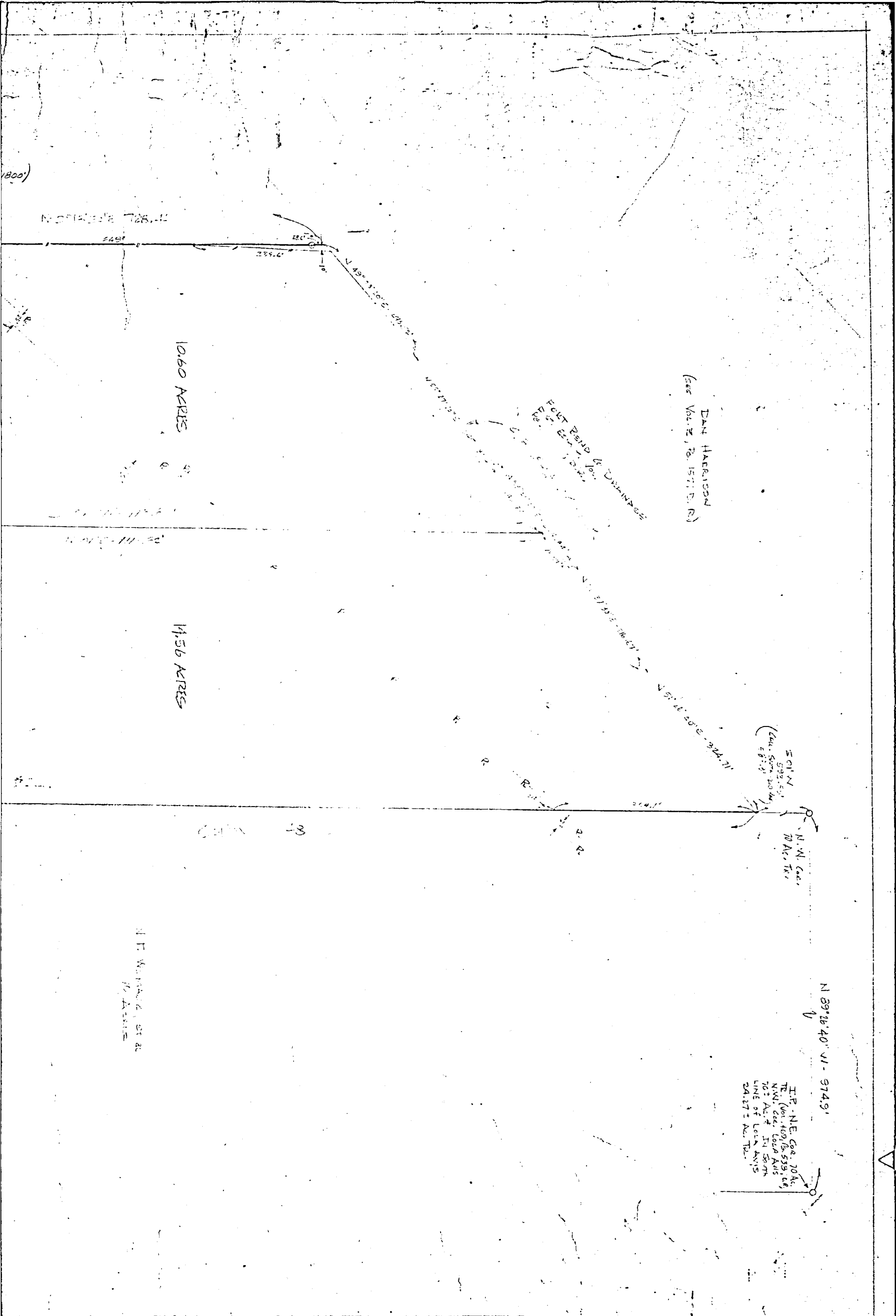
THENCE, South  $12^{\circ} 25' 10''$  West, 207.10 feet to an angle point;;

THENCE, South  $09^{\circ} 00' 30''$  East, at 57.06 feet pass the Southwest corner of said 4.20 Acre Tract and Southeast corner of a 4.21 Acre Tract and the Northwest corner of a 4.08 Acre Tract and the Northeast corner of a 4.23 Acre Tract, in all 120.84 feet to an angle point;

THENCE, South  $06^{\circ} 24' 30''$  West, 316.89 feet to the point of termination of this centerline description in the North line of an existing road; said corner being the Southeast corner of said 4.23 Acre Tract and the Southwest corner of said 4.08 Acre Tract and bears South  $85^{\circ} 30' 00''$  West, 191.73 feet and South  $83^{\circ} 08' 30''$  West, 333.63 feet from the Southeast corner of said 4.08 Acre Tract and original 50.32 Acre Tract.

Franklin R. Schodek

Country Lane





HENRY STEINKAMP, JR., INC.  
CONSULTING ENGINEER

HENRY STEINKAMP, JR.  
REGISTERED PROFESSIONAL ENGINEER  
FRANKLIN R. SCHODEK  
REGISTERED PUBLIC SURVEYOR

1117 TOBOLA STREET  
P. O. BOX 223  
ROSENBERG, TEXAS 77471

HOUSTON - ROSENBERG  
713-342-2241

April 17, 1973

A Field Note Description of a centerline of a proposed 60 foot road easement in a 70.0 acre Tract of land described in Volume 469, page 538; of the Deed Records being in the David Randon and I. Pennington League, Abstract 75, Fort Bend County Texas.

For Connection begin at an iron pipe marking the Northeast corner of said 70.0 acre tract, said corner being the Northwest corner of a Lola Avis 70 $\frac{1}{2}$  acre tract and in the South line of the Lola Avis 24.27 $\frac{1}{2}$  acre tract;  
THENCE, North 89° 26' 40" West, 487.45 feet to an iron pipe for corner;  
THENCE, South 1° West, 536.19 feet to the place of beginning for this 60 foot road easement centerline description; said corner being the Northwest corner of Tract #8, Southwest corner of tract #6, Southeast corner of Tract #5, Northeast corner of Tract #7;

THENCE, South 01° West, 1708.57 feet to an iron pipe for angle point;

THENCE, South 15° West, 125.25 feet to an iron pipe for angle point;

THENCE, South 11° 34' East, 139.25 feet to an iron pipe for angle point;

THENCE, South 1° West, 178.73 feet to an iron pipe for angle point;

THENCE, South 15° 16' West, 48.65 feet to an iron pipe for angle point;

THENCE, South 13° 16' East, 48.65 feet to an iron pipe for angle point;

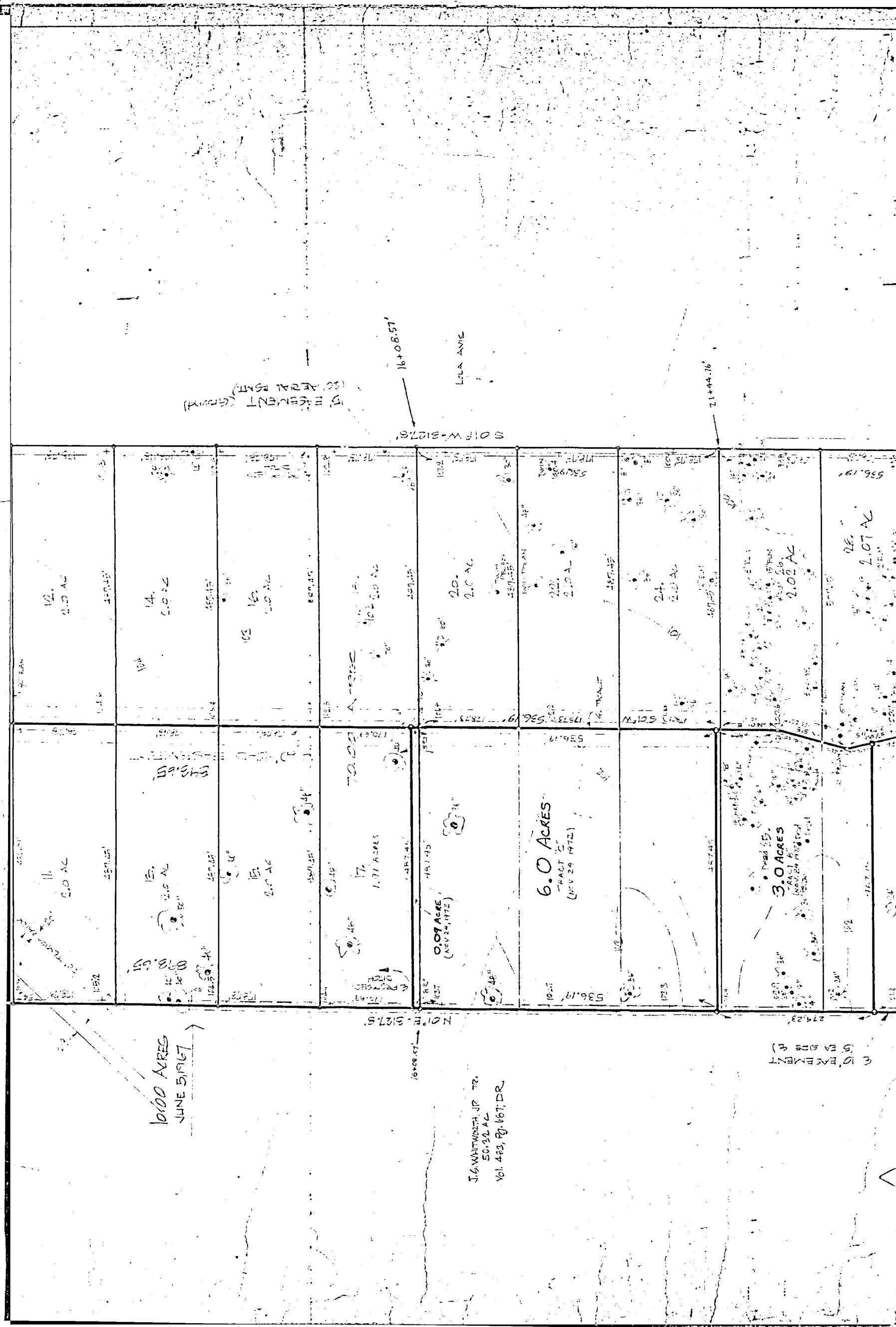
THENCE, South 1° West, 226.25 feet to the point of termination for this proposed 60 foot road easement; said point being in the North line of an existing road; said corner bears North 84° 33' 24" East, 25.63 feet from the Southeast corner of Tract #33 (2.0 Acres).

Franklin R. Schodek

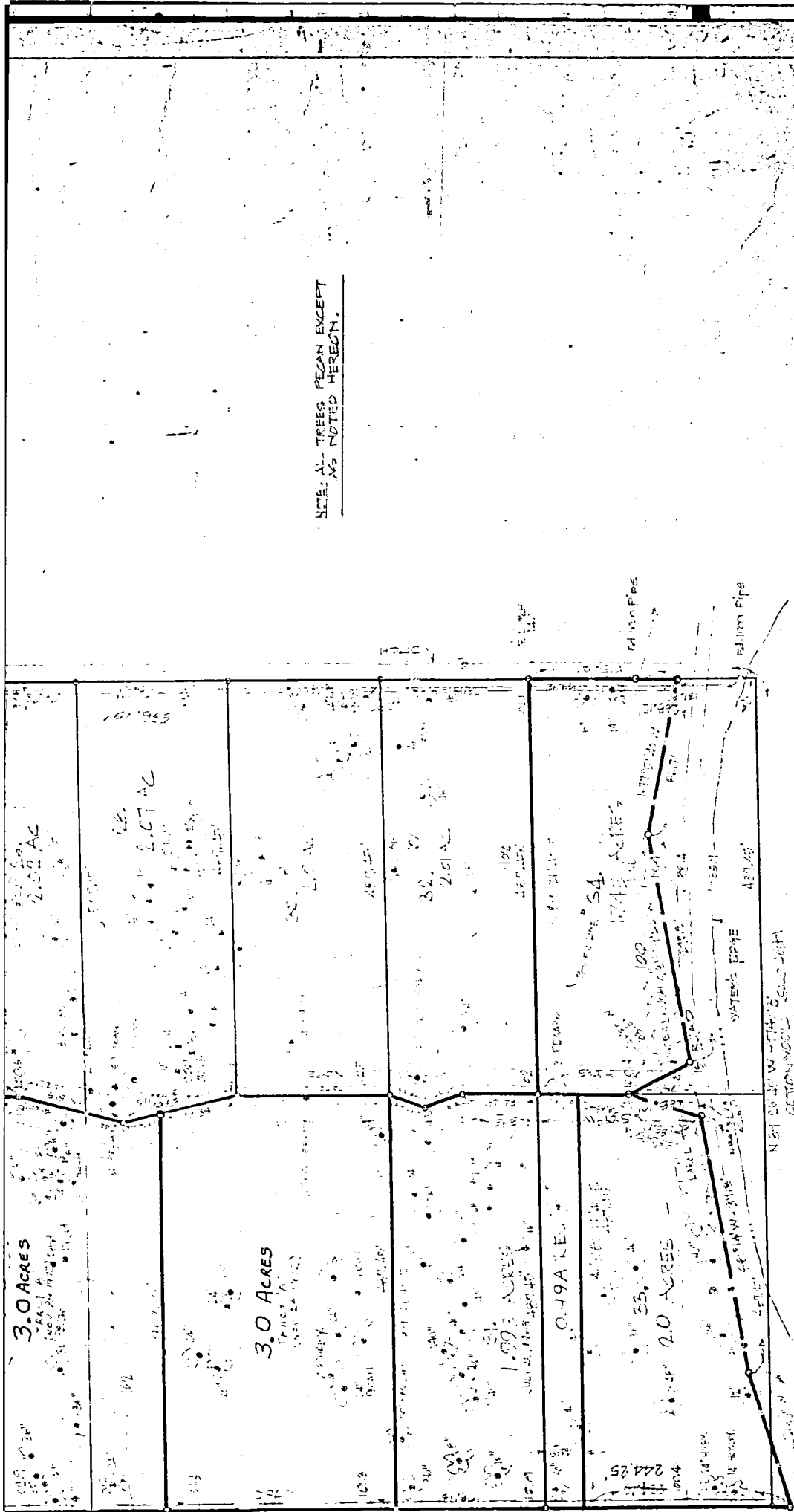
5

Shady Lane





5



SEE ALL TREES PLANT EXCEPT  
AS NOTED HEREON.

SURVEY  
APRIL 23, 1957

MAP SHOWING BOUNDARY & TOPOGRAPHIC SURVEY  
OF A 70.00 ACRES OF LAND IN THE DAVID RANDON  
& I. PENNINGTON LEAGUE, AB. 15, FORT BEND COUNTY,  
TEXAS.

SCALE 1" = 100'  
1" = 100 FEET

I, HENRY STEINHAUS, JR., A REGISTERED PROFESSIONAL ENGINEER,  
DO HEREBY CERTIFY THAT THIS PLAT IS A  
TRUE RECORD OF A SURVEY AS MADE ON THE GROUND.

NEWARK

SIGNED

*Henry Steinhilber*

REGISTERED PROFESSIONAL ENGINEER

RE: CONTRACT FOR THE COLLECTOR OF DELINQUENT TAXES

Form 40-2.04

Rev. 2/67

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

FOR THE STATE OF TEXAS  
AUSTIN, TEXAS

INSTRUCTIONS NECESSARY FOR MAKING  
DELINQUENT TAX CONTRACTS

UNIFORMITY OF MOST IMPORTANCE

All contracts for the collection of delinquent state and county taxes should be uniform in make-up and executed in triplicate, or in quadruplicate if fourth copy is desired. The Comptroller's Department keeps a mimeographed supply of the form of contract prepared under the direction of the Attorney General and the Comptroller, and counties desiring to enter into such contracts are requested not to present typewritten copies for approval, but to secure and use mimeographed copies of our latest revised form which will be furnished from this office.

It is only after the Commissioners Court has given thirty (30) days written notice to the County Attorney, or to the District Attorney in case there is no County Attorney in the county, to file delinquent tax suits, and the failure of said Attorney to do so within said period, that the Court has authority to enter into a contract pertaining to the collection of delinquent taxes, unless the County or District Attorney, as the case may be, should waive his right to the thirty days notice. This same procedure is required to be carried out in case of any extension or renewal prolonging the contract. If a waiver is given, a contract may be entered into without awaiting the thirty-day period. In case the Attorney is not in a position to comply with the Court's order, and fails or refuses to file written waiver and a contract is entered into after the expiration of thirty days, a certified copy of the order of the Commissioners Court directing the County Attorney to bring suit, together with a certified copy of a subsequent order of said Court showing that the County Attorney had failed or refused to comply with the Court's former order, should accompany the contract when sent for approval.

Condition No. 1, or No. 2, in the first paragraph of the contract should be struck out, according to whether waiver is, or is not, given. The state officials much prefer a waiver, for the reason it indicates

cooperation and harmony among the county officials, which is essential to obtain best results.

A form of waiver and of resolution and order has been prepared for the convenience of the County Attorney and the Commissioners Court, respectively. Two copies of these forms will be furnished with the contract forms; one of each when completed to be kept for the Commissioners Court file, and the others may be used by the County Clerk in writing certified copies to be sent to this Department. THE DATE OF THE WAIVER SHOULD BE ON OR PRIOR TO THE DATE OF THE CONTRACT. THE DATE OF CONTRACT SHOULD BE ON OR PRIOR TO THE EFFECTIVE OR BEGINNING DATE OF SERVICE. OTHERWISE THE CONTRACT WOULD BE RETROACTIVE AND APPROVAL DECLINED.

When a waiver from the County Attorney has been given and a resolution and order of the Commissioners Court made preparatory to entering into a delinquent tax contract, BOTH THE WAIVER AND THE RESOLUTION AND ORDER SHOULD BE RECORDED IN THE MINUTES OF THE COMMISSIONERS COURT AND A CERTIFIED COPY OF EACH SHOULD ACCOMPANY COPIES OF THE CONTRACT WHEN SENT TO THIS OFFICE FOR APPROVAL. The contract should not be recorded until after its approval by the state officials. After approval of the Attorney General and the State Comptroller has been noted on all three copies of the contract they will be returned, one of which should be recorded in the Minutes of the Commissioners Court, and the County Clerk's Certificate noted on all three copies. One copy should be returned for Comptroller's files, one copy retained by the party with whom contract is made, and the other delivered to the County Tax Assessor Collector.

No contract pertaining to the collection of delinquent taxes can extend beyond the administration of the Commissioners Court with which it was made, except the contractor shall be allowed six months thereafter in which to obtain judgment in suits filed prior to the terminating date of his contract, with the further exception that in case of appeal by any party from a trial court judgment it shall be the duty of Second Party to carry to final conclusion all suits thus appealed.

ROBERT S. CALVERT  
COMPTROLLER OF PUBLIC ACCOUNTS

WLB:yf

INDEX TO PARAGRAPHS AND SECTIONS  
CONTRACT FOR THE COLLECTIONS OF DELINQUENT TAXES  
COUNTY

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( SEE NOTE ON FOLLOWING PAGE )

## NOTE:

These paragraphs, sections and pages should not be disarranged. It is essential for the progress of this work and for the keeping of a proper record thereof to adhere as closely as possible to the provisions of our standard form contract. However, if conditions are such as to warrant a change, a new Section setting forth its provisions should be added to and inserted in the contract preceding the last page prepared for the signatures of the contracting parties, and in case of conflict, reference to the new section can be inserted in other Sections where conflict occurs, if deemed necessary.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS                   0  
COUNTY OF FORT BEND               0    KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Commissioners Court, after having given to the  
County \_\_\_\_\_ Attorney of Fort Bend County  
(District) (County)

thirty days written notice to file delinquent tax suits, and

(X) ~~XXXXXXXXXXXXXXXXXXXX~~ ~~(XXXXXX)~~ ~~(XXXXXX)~~ ~~XXXXXXXXXX~~

(2) having received from him a written statement declining the request of this Court to file delinquent tax suits, for reasons therein stated, and waiving his right to the 30-day period and consenting to the Court's entering into a contract with others for the collection of delinquent taxes, without awaiting the 30-day period,

and a record thereof having been made in the Minutes of said Court; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, joined by the Comptroller of Public Accounts of the State of Texas, deem it necessary and expedient to contract with some competent attorney to enforce the collection of all delinquent State and county taxes for a per cent of said taxes, penalties and interest actually collected and paid to the Collector of Taxes, as provided in Chapter 21, Acts of the Third Called Session of the 38th Legislature, Article 7335, Revised Civil Statutes, 1925, Chapter 8, Acts of the Fourth Called Session of the 41st Legislature, Article 7335a, Vernon's Annotated Civil Statutes; and Chapter 229, Acts of the 42nd Legislature, Article 7264 a, Vernon's Annotated Civil Statutes; and

WHEREAS, After making an investigation into the competency, experience and ability of Gates Steen & Associates a licensed attorney under the laws of this State, whose post office address is Austin, Texas as to his fitness for said work, and after considering the same, are of the opinion that he is a proper party to take such steps as may be necessary to enforce or assist in the enforcement of the collection of such delinquent taxes by the preparation, filing and pushing to a speedy conclusion all suits for the collection thereof; and that he has no official connection with any county office within said county; and that he is not related within the second degree of affinity or within the third degree of consanguinity to any member of the Commissioners

Court, the Tax Collector, or County or District Attorney now holding office in said county.

NOW, THEREFORE, THIS CONTRACT, made and entered into by and between the County of Fort Bend, Texas, a body politic and corporate, acting herein, and by and through the Commissioners Court, joined by the Comptroller of Public Accounts of the State of Texas, hereinafter styled First Party, and Gates Steen & Assoc of the County of Travis, State of Texas, hereinafter styled Second Party:

W I T N E S S E T H

1.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State and county ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities and towns) due any and all political subdivisions or defined districts of said county and State which the County Tax Collector receives and receipts for, under the provisions of Article 7254, Revised Statutes, 1925, and shown to be delinquent upon the delinquent tax records of said county from 1939 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners Court and Second Party mutually deem collectible.)

11.

Taxes which become delinquent during the term of this contract shall become subject to the terms of this contract on July 1st of the year in which the same shall become delinquent. And further, with reference to taxes not now delinquent, but which become delinquent during the term hereof, or taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after July 1st of such year; and where the State and County or impleaded or intervene in a suit brought by another taxing unit, it shall be Second Party's duty to include in his answer or intervention all taxes

2.

delinquent before trial on the property involved, whether such taxes fall delinquent before or after **July** 1st of such year; and in all such cases Second Party shall be entitled to the commission herein provided for collecting delinquent taxes.

III.

Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work, and all charges on the tax rolls that show from 1939 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A cancellation certificate shall be prepared on forms furnished by the State Comptroller of Public Accounts, Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a cancellation certificate issued, and that will meet with the approval of the Comptroller of Public Accounts, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same; and shall, before filing suits for the recovery of delinquent taxes for any year or years prepare, in triplicate, delinquent tax notices, and shall mail one of such notices to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county, as provided for in Article 7324, Revised Civil Statutes, 1925, as amended by Chapter 117, page 196, Acts of the 42nd Legislature, Regular Session, and file one copy of such notice with the Tax Assessor-Collector. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such statements and notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts; and where there are several lots in the same addition or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

## V.

Second Party, where it is necessary to prepare and file suits for the enforced collection of delinquent taxes on real property, shall make and furnish an abstract of the property which shall show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres so delinquent and a correct description of the property, the year delinquent, how it was charged upon the tax rolls, the correct name of owner or owners of the property at the time it became delinquent, the person from whom and the date that he or they derived title to said property, the Volume and page of public records that his or their deed or other title evidence is of record, and the date that each subsequent change of ownership occurred down to the present ownership. It shall further show the name of any and all outstanding lien holders and lease-hold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense. And in case such abstract is not placed with the papers in a court proceeding, it shall be filed with the Tax Collector for the purpose of maintaining its preservation until such time as all of the taxes to which it pertains, or such part thereof as are held to be due, are paid.

## VI.

Second Party shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and un-rendered now delinquent, or that may become delinquent during the life of this contract and be so reported on Comptroller's forms provided therefor, may be collected; and when collections are not made, to assist in reducing same to final judgment and sale.

## VII.

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationery, legal blanks or forms, stamps, envelopes and

printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring date and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V, and the expenses incurred in citing the defendants by publication in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party; and Second Party shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required fifteen per cent (Not to exceed fifteen (15) per cent) of the amount collected of all delinquent taxes, penalty and interest of the years covered hereby, actually collected and paid to the Collector of Taxes during the term of his contract, which Second Party is instrumental in collecting as evidenced by copies of communication, tax notices or abstracts filed with the Tax Collector prior to the payment of such tax, including collection of taxes on property not appearing on the assessment rolls nor shown delinquent, but which would have been so shown had it been properly assessed, discovered by said Second Party, as and when collected, following the end of each month within the period of this contract, accordingly as the Collector makes up his monthly reports. The per cent of compensation here referred to shall be contingent upon the collection of such taxes as by Act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, levied against State-owned property for county and district purposes, the payment of which is to be taken care of by legislative appropriation provided for by Statute, are excluded from the provisions of this contract. Second Party shall not receive or collect any taxes, penalty or interest under this contract, but the same shall be paid to the Tax Assessor-Collector as other delinquent taxes.

## IX.

This contract shall be in force from March 6 19 73, to December 31 19 74, both dates inclusive, (not to extend beyond December 31, 19 74, the end of the present administration of the Commissioner's Court), and at the expiration of said period this contract shall terminate, except the contractor shall be allowed six (6) months in which to prosecute to trial court judgment suits filed prior to December 31 19 74, terminating date of this contract provided, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. The Commissioners Court and the State Comptroller shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

## X.

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors in office, in the sum of One thousand Dollars, (not to be less than \$1,000.00 accordingly as the Commissioners Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, including the making of reports, provided for in Section XI of this contract, and further conditioned that he shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise. Said bond shall be approved in open Commissioners Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Comptroller.

XI.

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, said Second Party shall have access to said report and shall by comparison of the same with his own files or records of service, copies of which he has filed with the Tax Assessor-Collector, make up in triplicate a report of collections out of which he is entitled to commission under the terms of this contract. Second Party shall also have access to the Collector's receipts for such collections and shall, in his reports to be made on forms furnished by the Comptroller, show each year and the taxes collected therefor on a separate line. Also, where collections are made after suit has been filed and commission allowed at a greater or different rate under the terms of this contract Second Party, being guided by the file docket of the Clerk of the Court, shall prepare and attach to his reports to be filed with the Tax Assessor-Collector a list showing number of suit and date filed; but in no event shall Second Party receive compensation in excess of fifteen (15) per cent as herein provided. After the report has been signed and sworn to by Second Party, two copies of the same shall be delivered to the Tax Assessor-Collector, one to be attached to and sent with the Collector's monthly report to the Comptroller, the other to be filed in the Collector's office, and the third copy to be retained by Second Party.

XII.

Each month, after having received copies of the contractor's report as provided for in the preceding Section, and after having checked the list of taxes shown therein with his own report and with copies of communications filed with him, as provided for in Section XIII of this contract, and after having verified the correctness of commissions claimed, the County Tax Assessor-Collector is hereby authorized, ordered and directed to deduct the above specified per cent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for on Form 107, Contractor's Report, which when received in the Comptroller's office will be the Comptroller's authority to allow the said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector,

before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section 10 of this contract has been approved and placed on record in the office of the County Clerk; and it is hereby further provided, that should any question arise regarding commission claimed, the Tax Assessor-Collector shall withhold the payment of such commission or an amount equal thereto, placing the same in escrow, and apply to the State and county, accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

NOTE:

Should the Commissioners Court and the contracting party elect that the commissions withheld be placed in an escrow fund and paid to the Second Party otherwise than as provided in Section XII of this contract, another Section setting forth the method of payment to the contracting party should be added to and inserted in this contract preceding the last page prepared for the signatures of the contracting parties.

XIII.

In order that the Tax Assessor-Collector may be able to verify and attest the correctness of commissions claimed by Second Party, as evidence of service and to entitle him to the commissions provided for in this contract, Second Party shall file with the Tax Assessor-Collector prior to time of payment, copies of such communications, tax notices or abstracts which shall be preserved by the Tax Assessor-Collector in some systematical order as will make them easily accessible for the purpose of verification or for such other value as the same may have in case it becomes necessary for the county and State to buy in such properties at tax sales. Said copy or copies shall also contain such information or reference as will enable the Tax Assessor-Collector to readily locate the tax as it appears on his delinquent forms and delinquent records.

XIV.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of carrying out the obligations of this contract by Second Party, all of which shall be performed by him in Fort Bend County, Texas.

## XV.

It shall be the duty of the Commissioners Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require. Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the County Attorney or District Attorney (where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney prosecuting suits under this contract is here fully empowered and authorized to proceed with such suits without the joinder and assistance of said County or District Attorney. Second Party shall not become the purchaser of any property at tax sales under this contract, but may bid in the property for the State or county at such sales.

Revised - 1952

IN CONSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

WITNESS the signatures of all parties hereto in triplicate originals, this the 12th day of March, A.D. 19 73, Richmond  
Fort Bend County, State of Texas.

BY:

Josh Gates  
County Judge

John Preston  
Commissioner, Precinct No. 1

Paul Wenzel  
Commissioner, Precinct No. 2

Sam Davis  
Commissioner, Precinct No. 3

Ed Whiting  
Commissioner, Precinct No. 4

FIRST PARTY

GATES STEEN & ASSOCIATES

SECOND PARTY

BY Gates Steen  
For the firm

THE STATE OF TEXAS  
DEPARTMENT OF COMPTROLLER

Examined and approved as to substance and form only, on this the 17th day of April, A.D., 19 73.

Robert S. Calvert  
COMPTROLLER  
OF PUBLIC ACCOUNTS, STATE OF TEXAS

Examined and approved as to substance and form only, on this the 12th day of April, A.D., 19 73.

JOHN L. HILL  
ATTORNEY GENERAL

by R. L. Lettmore Assistant

10.

There being no further business, the Court adjourned at 2:30 o'clock P.M.

Josh Gates  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 7th day of May, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                     |                            |
|---------------------|----------------------------|
| Josh Gates,         | County Judge               |
| Johnnie Pustka      | Commissioner Precinct. # 1 |
| Paul R. Wenzel, Jr. | Commissioner Precinct. # 2 |
| J. M. Davis,        | Commissioner Precinct. # 3 |
| Ed. H. Helwig,      | Commissioner Precinct. # 4 |

When the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of April 23rd, 1973 were approved.

RE: MOTION TO POSTPONE HIRING OF BRANCH LIBRARIANS

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court ordered to postpone the hiring of Branch Librarians for more tentative study.

RE: MOTION TO HIRE CLERK AND CLERK TYPIST FOR FORT BEND BRANCH LIBRARIES TO PROCESS BOOKS

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved to hire the following personnel to process books for the Fort Bend County Branch Libraries.

Geraldine Grady, Clerk Typist, at a salary of \$350.00 per month, effective May 8, 1973.

Donna Meyer, Clerk Typist, at a salary of \$300.00 per month, effective May 8, 1973.

Patsy McKinney, Clerk, at a salary of \$300.00 per month, effective June 8, 1973.

RE: EMPLOYMENT OF AMBULANCE DRIVER FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court authorized to employ Clarence W. Oberhoff, Ambulance Driver for the Fort Bend County Ambulance Service, to replace Charles Eugene Linton, at a Salary of \$595.00 per month, effective May 7, 1973.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the application for Soil Conservation work for Jack Wendt.

RE: EMPLOYMENT OF PART TIME EMPLOYEE FOR FORT BEND COUNTY LIBRARY

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the employment of Judith Ann Mahavier to replace Geraldine Grady, part time employee, for the Fort Bend County Library, at a salary of \$15.00 per day, effective May 8, 1973.

RE: EMPLOYMENT OF BOOKMOBILE DRIVER FOR FORT BEND COUNTY LIBRARY

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, the Court approved the employment of Randall Oberhoff, to replace Michael Enax, as a Bookmobile Driver for the Fort Bend County Library.

RE: ADVERTISE FOR BIDS FOR CRAWLER TYPE FRONT END LOADER FOR PRECINCT # 4

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court ordered to advertise for bids for a Crawler Type Front End Loader for Precinct #4.

RE: APPROVAL OF RELOCATION OF DRAINAGE EASEMENT (DRY CREEK UPPER ) FAIRVIEW INC.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court approved the relocation of Drainage Easement on Dry Creek Upper in Fairview Ind., a tract of land located in James Lowery 1/3 League, Abstract 275 containing 107.8 acres of land, as per instrument recorded in the Deed Records of Fort Bend County, Texas under File No. 225360 styled The Commissioners Court of Fort Bend County, Texas to Fairview, Inc., Drainage Easement and Release.

RE: ACCEPT LOW BIDS FOR 3 TRACTORS AND 1 DUMP TRUCK FOR THE DRAINAGE DISTRICT, PRECINCT # 1 and # 4

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court accepted the low bids of the following:

2 Tractors from ~~Twin~~ City Tractor Company for Precinct # 1 & # 4, each being \$4600.00 without trade in.

1 Tractor from Twin City Tractor Company for Drainage District in the Amount of \$4350.00 with trade in.

Low bid of Shult Equipment Company for 1 Dump Truck for the Drainage District in the amount of \$6388.00 with notrade in.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO FORT BEND TELEPHONE COMPANY: BOONE ROAD

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Application for and Permit granting telephone cable crossing to Fort Bend Telephone Company on Boone Road.

APPLICATION FOR AND PERMIT  
GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW FORT BEND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still available for any necessary additional work.

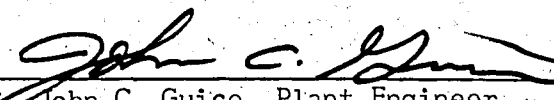
Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 24th day of April 19 73

FORT BEND TELEPHONE COMPANY

  
By: John C. Guice, Plant Engineer  
Box 1127, Rosenberg, Texas 77471

Attest: Secretary

## PERMIT

IN THE COMMISSIONER'S COURT -----FORT BEND COUNTY, TEXAS

ON THIS the 7th day of May 19 73.

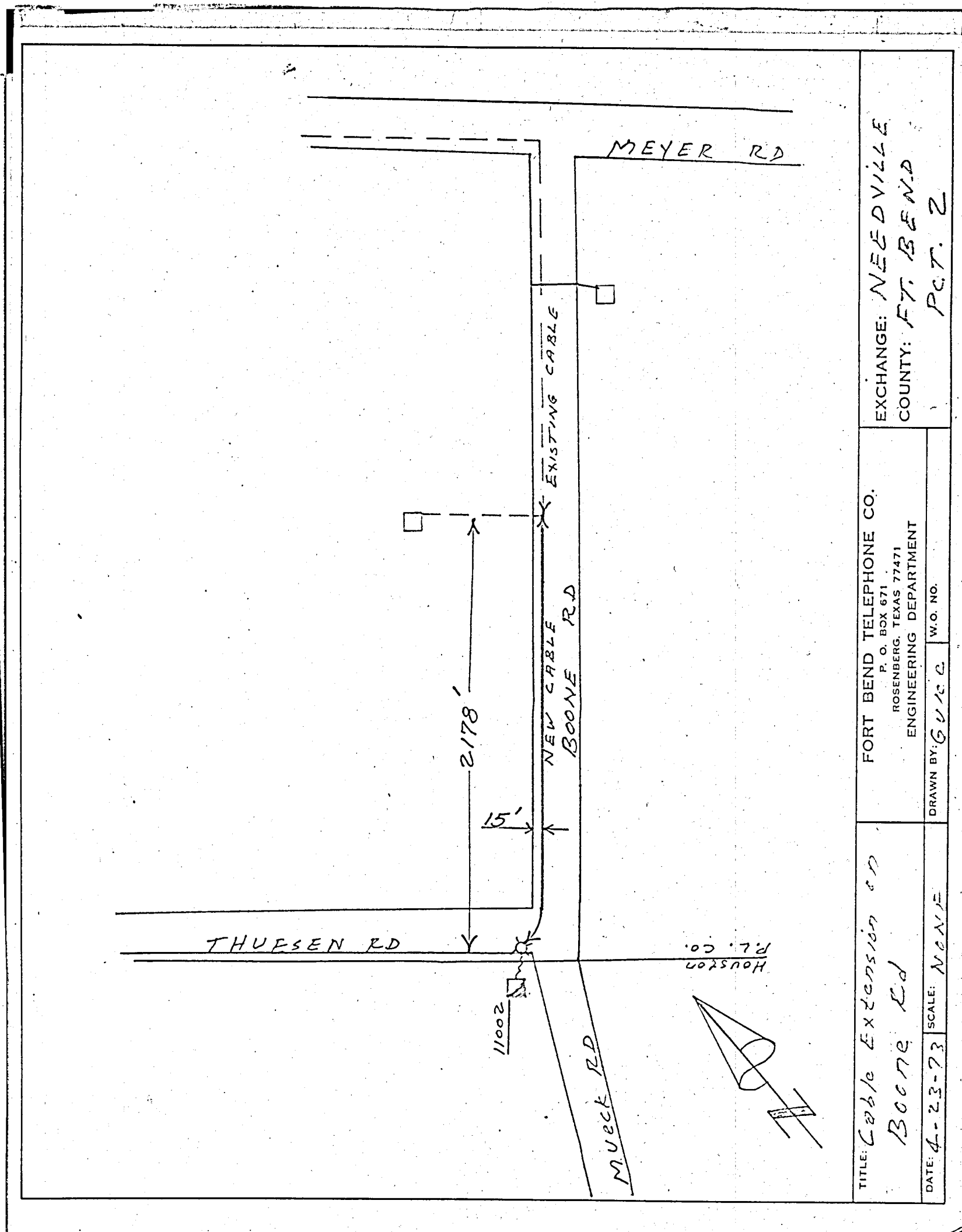
on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

By:

Josh Gato  
County Judge

5



RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST-FIFTH STREET

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the Application for and Permit granting telephone Cable Crossing to General Telephone Company of the Southwest on Fifth Street, Stafford, Texas.

APPLICATION FOR AND PERMIT  
GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 10th day of April  
19 73.

M. G. Helms

W.O. #716033  
Stafford

Engineering Foreman  
By:

Attest: Secretary

PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS the 7th day of May 19 73,  
 on motion duly made, seconded and passed by the COMMISSIONERS'  
 COURT of FORT BEND COUNTY, TEXAS, and spread on its minutes,  
 the above petition is hereby granted, and said applicant is  
 hereby granted (so far as the County is able to grant) permission,  
 right and privilege to lay, maintain, repair and operate a  
 buried telephone cable under and across the certain roads,  
 ditches, drainage canals and highways as shown on the plats  
 attached to said application on file in the COUNTY JUDGE'S  
 OFFICE; upon the condition and agreements of petitioner,  
 said buried cable is to be laid, operated, repaired and main-  
 tained so as not to interfere with drainage and proper main-  
 tenance and free and undisturbed use of said roads, ditches,  
 drainage canals and highways, to repair all damage incurred  
 due to the construction and maintenance, and to relocate or  
 change at petitioner's risk and expense as directed by the  
 COMMISSIONERS' COURT upon reasonable notice, and to save the  
 COUNTY, each of its COMMISSIONERS' and the Drainage District  
 harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
 FORT BEND COUNTY, TEXAS

BY: Josh Gates  
 County Judge

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME \_\_\_\_\_

\_\_\_\_\_, in and for \_\_\_\_\_  
County, Texas, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 19\_\_\_\_.

(seal)

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME \_\_\_\_\_

\_\_\_\_\_, in and for \_\_\_\_\_  
County, Texas, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, wife of \_\_\_\_\_

known to me to be the person whose name is subscribed to the afore-  
going instrument; and having been examined by me privily and apart  
from her husband, and having the same fully explained to her, she,  
the said \_\_\_\_\_ acknowledged such instru-  
ment 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 \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 19\_\_\_\_.

(seal)

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME \_\_\_\_\_

\_\_\_\_\_, in and for \_\_\_\_\_  
County, Texas, 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 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 \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 19\_\_\_\_.

(seal)

5

FM. 1092

2.876'

STAFFORDSHIRE

CONDUIT & MANHOLES

LAST M.H. ON 5th ST.

GEN. TEL. CO. TO PLACE ONE COMMUNICATIONS CABLE IN AN EXISTING 4' OUCT BURIED 7' FROM THE NORTHWEST ROW OF FIFTH ST. CONDUIT TO BE EXPOSED AT A LOCATIONS. BURIED CABLES TO BE PLACED AT THESE LOCATIONS 1' FROM THE ROW.

FORM ED-172

|   |  |   |  |
|---|--|---|--|
| AREA <u>SOUTHERN</u>                      |  | GENERAL TELEPHONE COMPANY<br>OF THE SOUTHWEST |  |
| W. O. NO. <u>716033</u>                   |  | LOCATION <u>STAFFORD 5433</u>                 |  |
| TAX DIST. _____                           |  | DESCRIPTION <u>FT BEND CO.</u>                |  |
| ENG'D BY <u>FBP</u> DATE <u>4-2-73</u>    |  | <u>PERMIT - FIFTH ST.</u>                     |  |
| DRAWN BY <u>FBP</u> DATE <u>4-5-73</u>    |  | SHEET <u>1</u> OF <u>1</u> SHEETS             |  |
| APPROVED BY <u>MDH</u> DATE <u>4-6-73</u> |  | SIZE <u>11 X 8 1/2</u>                        |  |
| REVISD BY _____ DATE _____                |  |   |  |

SCALE \_\_\_\_\_

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING TO SOUTHWESTERN BELL TELEPHONE COMPANY-SUGARLAND ROAD

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Application for and Permit granting telephone cable crossing to Southwestern Bell Telephone Company on Sugarland Road.

## APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS  
% County Courthouse  
Richmond, Texas 77469

COMES NOW SOUTHWESTERN BELL TELEPHONE COMPANY

acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

A BURIED CABLE IS TO BE PLACED BEGINNING AT A POINT 4 FT. SOUTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF BAR ROAD AND SUGARLAND ROAD, THEN PROCEEDING NORTH, 3 FT. FROM THE WEST RIGHT-OF-WAY, FOR A DISTANCE OF 253 FT., AND THEN EAST UNDER THE SUGARLAND ROAD TO THE EAST RIGHT-OF-WAY. THE ROAD CROSSING SHALL BE DONE BY THE BORE METHOD AND THE CABLE SHALL BE PLACED A MINIMUM OF 24 IN. DEEP.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make any changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners' and its Engineer in the construction and installation, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

The undersigned officer of said Company has full authority to bind said Company hereto.

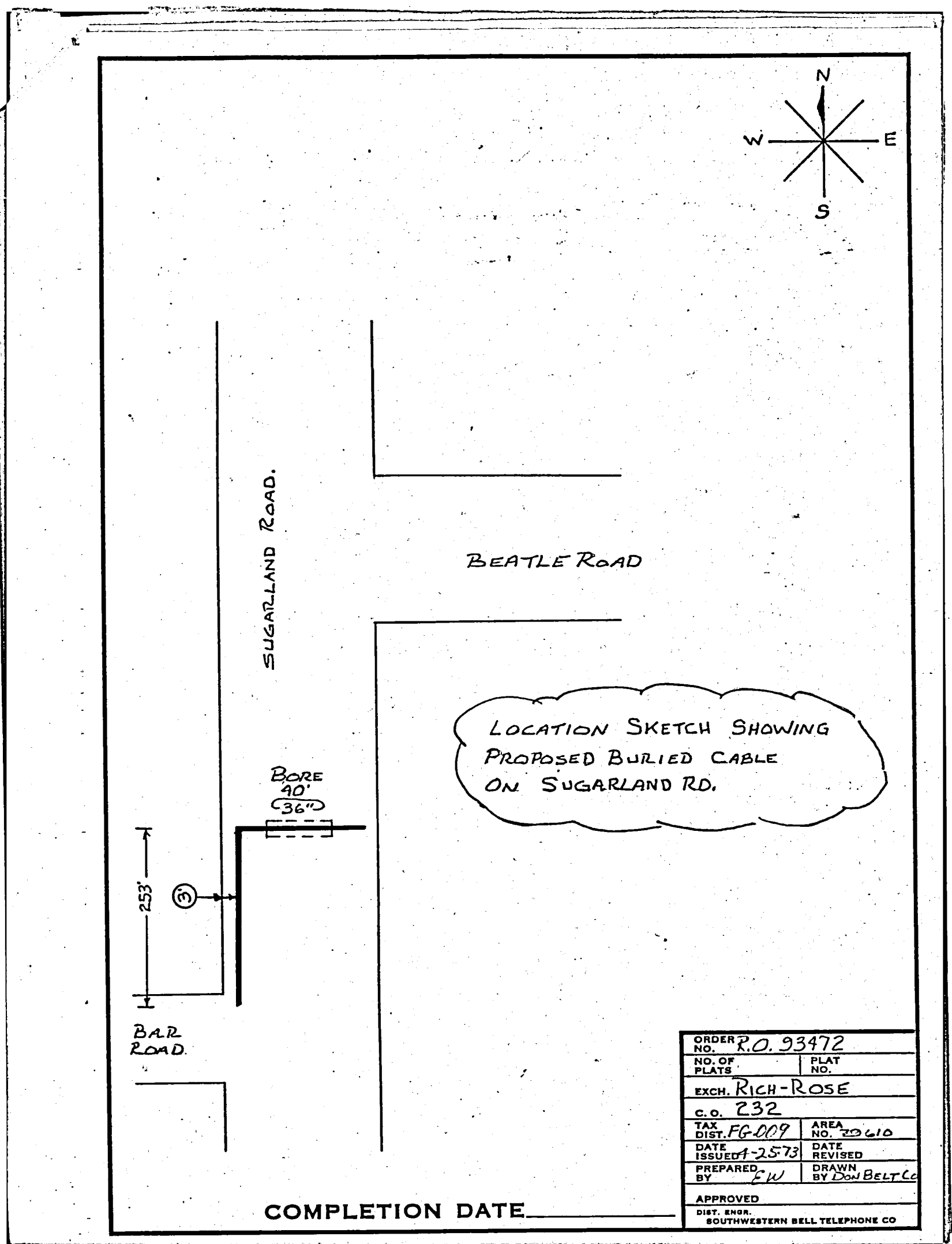
Executed in quadruplicate originals this 24 day of APRIL  
1973.

SOUTHWESTERN BELL

Attest: Secretary

For DISTRICT ENGINEER  
By: E. M. Watson

5



There being no further business, the Court adjourned at 1:50 o'clock P.M.

Josh Gato  
COUNTY JUDGE

ATTEST: Ella Mack  
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 14th day of May, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session, with the following present:

|                     |                        |
|---------------------|------------------------|
| Josh Gates,         | County Judge           |
| Johnnie Pustka      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr. | Commissioner Prec. # 2 |
| J. M. Davis,        | Commissioner Prec. # 3 |
| Ed. H. Helwig,      | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of May 7th, 1973 were approved.

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in May, 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, and approved.

5

RE: ORGANIZATION OF BOARD OF EQUALIZATION, OATH OF BOARD OF EQUALIZATION, ORDER DIRECTING THE COUNTY CLERK TO ADVERTISE MEETING OF THE BOARD OF EQUALIZATION, NOTICE OF BOARD OF EQUALIZATION MEETING, ORDER DIRECTING CLERK TO NOTIFY TAXPAYERS WHOSE PROPERTIES ARE RAISED AND ORDER RECESSING BOARD OF EQUALIZATION:

ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED, that on this the 14th day of May, 1973, the Commissioners' Court of Fort Bend County, Texas, was duly convened as a Board of Equalization at the regular meeting place at the Courthouse in the town of Richmond, Fort Bend County, Texas, for the purpose of equalizing the values of all taxable property, situated in said County, for the purpose of taxation for the year 19 73, with all members of said Court present, viz:

|                            |                          |
|----------------------------|--------------------------|
| <u>Josh Sate</u>           | County Judge             |
| <u>Johnnie Prust</u>       | Commissioner Prec. No. 1 |
| <u>Paul R. Wenzel, Jr.</u> | Commissioner Prec. No. 2 |
| <u>Sam P. Stein</u>        | Commissioner Prec. No. 3 |
| <u>Ed Walburg</u>          | Commissioner Prec. No. 4 |

present and participating.

That upon convening of said Board, and prior to entering upon their duties as a Board of Equalization, each of the above named members took and subscribed to the following oath:

"I, as a member of the Board of Equalization of Fort Bend County, Texas, for the year A.D., 19 73, hereby solemnly swear:

That in the performance of my duties as a member of such Board for said year, I will not vote to allow any taxable property to stand assessed on the tax rolls in said County for said year at any amount which I believe to be less than its true market value, or, if it has no market value, then its real value; that I will faithfully endeavor, and as a member will move to have each item of taxable property which I believe to be assessed for said year at less than its true market value, or real value, raised on the tax rolls to what I believe to be its true cash market value, if it has a market value, and if not, then to its real value; and that I will faithfully endeavor to have the assessed valuation of all property subject to taxation within said County, stand upon the tax rolls of said County for said year at its true cash market value, or, if it has no market value then its real value. I solemnly swear that I have read and understand the provisions contained in the Constitution and Laws of this State relative to the valuation of taxable property, and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State. So help me God."

Fort Bend County, Richmond Texas,  
this 14th day of May, 1973.

## OATH OF BOARD OF EQUALIZATION

"I, as a member of the Board of Equalization of Fort Bend County,  
Texas, for the year A.D., 19 73, hereby solemnly swear:

That in the performance of my duties as a member of such Board for said year, I will not vote to allow any taxable property to stand assessed on the tax rolls of said County for said year at any sum which I believe to be less than its true market value, or, if it has no market value, then its real value; that I will faithfully endeavor, and as a member will move to have each item of taxable property which I believe to be assessed for said year at less than its true market value, or real value, raised on the tax rolls to what I believe to be its true cash market value, if it has a market value, and if not, then to its real value; and that I will faithfully endeavor to have the assessed valuations of all property subject to taxation within said County, stand upon the tax rolls of said County, for said year, at its true cash market value, or if it has no market value, then its real value. I solemnly swear that I have read and understand the provisions contained in the Constitution and Laws of this State relative to the valuation of taxable property, and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State. So help me God."

Josh Gates  
County Judge

Johnnie Prather  
Commissioner Prec. No. 1

Paul R. Menzel  
Commissioner Prec. No. 2

S. M. Davis  
Commissioner Prec. No. 3

Ed Whiting  
Commissioner Prec. No. 4

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 11<sup>th</sup> day of

June, 19 73, by

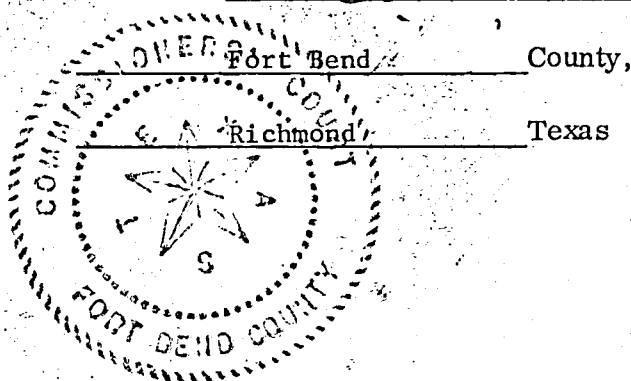
Josh Gates County Judge

Johnnie Prather Commissioner Prec. No. 1

Paul R. Menzel Commissioner Prec. No. 2

S. M. Davis Commissioner Prec. No. 3, and

Ed Whiting Commissioner Prec. No. 4, each.



Ella Macek  
County Clerk

Fort Bend County, Texas  
By Pearl Ellett, Deputy  
Pearl Ellett

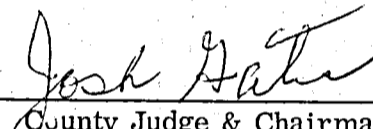
ORDER DIRECTING THE COUNTY CLERK  
TO ADVERTISE MEETING OF THE BOARD OF EQUALIZATION

BE IT REMEMBERED that the Board of Equalization in and for Fort Bend County, Texas, having been in session on this the 14th day of May, A.D., 1973 the following order was, upon motion of Commissioner Paul R. Wenzel, Jr. and duly seconded by Commissioner Johnnie Pustka unanimously carried and adopted, to-wit:

The County Clerk is hereby authorized and directed to give notice of the meeting of the Board of Equalization by publication in a newspaper published in Fort Bend County, Texas, on a date at least ten days prior to said meeting of said Board.

The County Clerk is also instructed to give individual notices to all taxpayers whose properties are raised, if their addresses are known.

BY ORDER OF THE COMMISSIONERS' COURT SITTING AS A BOARD OF EQUALIZATION.

  
County Judge & Chairman of  
the Board of Equalization

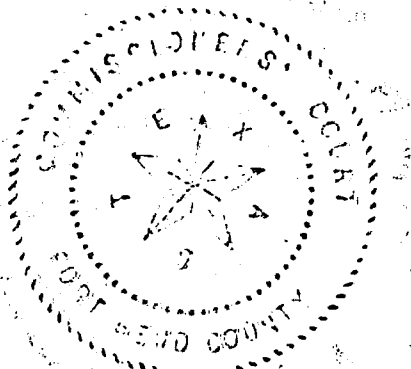
Fort Bend County,

Richmond Texas

THIS 14th day of May, 19 73.

NOTICE OF BOARD OF EQUALIZATION MEETING

In obedience to an order of the Board of Equalization, regularly convened and sitting, notice is hereby given that said Board of Equalization will be in session at its regular meeting place in the Courthouse in the town of Richmond, Fort Bend County, Texas, at 9:00 a.m., beginning on Tuesday, the 29th day of May, 1973, and from day to day thereafter, for the purpose of determining, fixing and equalizing the value of any and all taxable property situated in Fort Bend County, Texas, until such values have finally been determined for taxable purposes for the year 1973, and any and all persons interested or having business with said Board are hereby notified to be present.



Fort Bend County,  
Richmond, Texas

THIS 14th day of May, 1973.

Ellen Maciek  
County Clerk

Fort Bend County, Texas  
By Pearl Ellett, Deputy  
Pearl Ellett

ORDER DIRECTING CLERK TO NOTIFY  
TAXPAYERS WHOSE PROPERTIES ARE RAISED

BE IT REMEMBERED, that on this 14 day of May, 1973,  
the Commissioners' Court of Fort Bend County, Texas, being regularly convened  
and now sitting as a Board of Equalization for said County, for the year 1973, with  
all members of said Board present and participating, the following order was, upon  
motion of Commissioner Paul R. Wenzel, Jr., duly seconded by Commissioner  
Johnnie Pustka, regularly passed by the unanimous vote of members  
of said Board, to-wit:

WHEREAS, the Board of Equalization in and for Fort Bend County,  
Texas, for the year 1973, finding it to be their duty to raise the rendition for  
assessment purposes, belonging to the respective persons, parties, and corporations  
hereinafter named, from the amount as originally stated in the rendition of the  
respective parties named to such an amount as the Board may find and determine, upon  
further inquiry and consideration of the facts and evidence that it now has before it,  
as well as that which may be later brought before it for consideration, to be a fair,  
just and reasonable value of such property for taxable purposes on January 1, 1973:

CITATION ORDER 1973  
FT BEND COUNTY

|   |                                      |       |        |      |
|---|--------------------------------------|-------|--------|------|
| AMERADA HESS CORP<br>BOX 2040                 | ATTN GLENN GIBSON<br>TULSA OK        | 74102 | 9300   | 430  |
| AMERICAN OIL CO<br>3701 KIRBY DR ROOM 87      | ATTN B L BURKE<br>HOUSTON TX         | 77006 | 9450   |      |
| AMOCO PRODUCTION CO<br>BOX 3092               | ATTN G N STOVALL<br>HOUSTON TX       | 77001 | 10200  | 810  |
| ATLANTIC RICHFIELD CO<br>BOX 2819             | ATTN C R CUNNINGHAM<br>DALLAS TX     | 75221 | 19300  | 1000 |
| CHAMPLIN PETROLEUM CO<br>BOX 552              | ATTN ALVA BRYAN<br>ENID OK           | 73701 | 88200  | 1190 |
| CHEVRON OIL CO<br>BOX 599                     | ATTN H F RIEBESELL<br>DENVER CO      | 80201 | 90400  | 1380 |
| CITIES SERVICE OIL CO<br>BOX 300              | ATTN HEWITT B COX<br>TULSA OK        | 74102 | 93500  | 1570 |
| COASTAL STATES GAS<br>P O DRAWER 521          | ATTN R A MEADOWS<br>CORPUS CHRSTI TX | 78403 | 97400  | 1760 |
| COASTAL STS CRUDE GATH<br>BOX 521             | CORPUS CHRSTI TX                     |       | 97450  |      |
| COLINE OIL CORP<br>900 POLK ST                | AMARILLO TX                          |       | 100600 |      |
| CONTINENTAL OIL CO<br>CONTINENTAL LIFE BLDG   | ATTN F J MILAN<br>FT WORTH TX        | 76102 | 103300 | 1950 |
| CRAIN, WM R AGENT<br>BOX 7                    | HOUSTON TX                           | 77001 | 111000 |      |
| EXXON CORPORATION<br>BOX 53                   | ATTN J L WINDLINGER<br>HOUSTON TX    | 77001 | 152900 | 2420 |
| FIRST CITY N/B TRUSTEE<br>BOX 2557 TR DEPT    | HOUSTON TX                           | 77002 | 159300 |      |
| GENERAL CRUDE OIL CO<br>BOX 2252              | ATTN F A EUDY<br>HOUSTON TX          | 77001 | 186000 | 2710 |
| GETTY OIL CO<br>BOX 1404                      | ATTN J L SIKES<br>HOUSTON TX         | 77001 | 188800 | 2900 |
| GULF OIL CORP<br>P O DRAWER 2100              | ATTN A F PAGE JR<br>HOUSTON TX       | 77001 | 210100 | 3090 |
| HOUSTON NAT GAS/GULF<br>P O BOX 1188          | HOUSTON TX                           | 77001 | 256450 |      |
| MAPCO PROD CO<br>800 OIL CENTER BLDG          | TULSA OK                             | 74119 | 341500 |      |
| MARATHON OIL CO<br>BOX 3128                   | ATTN J J DE LA GARZA<br>HOUSTON TX   | 77001 | 341600 | 4420 |
| MCCARTHY, GLENN H ETAL<br>BOX 3128            | GRANBURY & ALLEN<br>HOUSTON TX       | 77001 | 353200 |      |
| MITCHELL, GEO & ASSOC<br>3900 ONE SHELL PLAZA | ATTN C E BARKWELL JR<br>HOUSTON TX   | 77002 | 379800 | 4610 |
| MOBIL OIL CORP<br>BOX 900                     | ATTN GLENN DUNN<br>DALLAS TX         | 75221 | 380500 | 4800 |
| MONROE, T H<br>BOX 13182                      | HOUSTON TX                           | 77019 | 381600 |      |
| PARKER BROTHERS & CO<br>BOX 107               | HOUSTON TX                           | 77001 | 417130 |      |

CITATION ORDER 1973  
FT BEND COUNTY

|   |   |        |      |
|---|---|--------|------|
| PENNZOIL PRODUCING CO<br>BOX 1407           | ATTN BERNELL ROACH<br>SHREVEPORT LA 71102   | 419900 | 4990 |
| PHILLIPS PETROLEUM CO<br>BOX 1967           | ATTN J W CRADDOCK<br>HOUSTON TX 77001       | 423900 |      |
| RESERVE OIL & GAS CO<br>1111 ADOLPHUS TOWER | ATTN MARVIN F POER<br>DALLAS TX 75202       | 449100 |      |
| SHELL OIL CO<br>BOX 2099                    | ATTN J R MCADAMS<br>HOUSTON TX 77001        | 488100 | 5180 |
| SOUTHERN EXPLORATION CO<br>FIDELITY UN TWR  | DALLAS TX 75201                             | 509800 |      |
| STEVENSON, ALMA AGEE<br>BOX 810             | GROVETON TX 75845                           | 521000 |      |
| SUN OIL CO<br>BOX 2880                      | ATTN J CLARK RENNELS<br>DALLAS TX 75221     | 531600 | 5940 |
| SUPERIOR OIL CO<br>BOX 1521                 | ATTN JOSEPH J MINAHAN<br>HOUSTON TX 77001   | 532100 | 6130 |
| TEXACO INC<br>BOX 52332                     | ATTN G M MILLER<br>HOUSTON TX 77052         | 540400 | 6700 |
| TEXAS GULF SULPHUR CO                       | NEW GULF TX 77462                           | 541000 |      |
| TEXAS N/B COMM TRS<br>BOX 2558 TR DEPT      | HOUSTON TX 77001                            | 542000 |      |
| TEXAS PACIFIC OIL CO<br>1111 ADOLPHUS TOWER | ATTN MARVIN F POER<br>DALLAS TX 75202       | 542200 |      |
| UTILITIES                                   |   |        |      |
| ACF INDUSTRIES<br>BOX 2117                  | HOUSTON TX 77001                            | 999502 |      |
| ACORN PIPE LINE CO<br>BOX 5008              | HOUSTON TX 77012                            | 999510 |      |
| AIR PROD & CHEM INC<br>P O BOX 538          | ALLENTOWN PA 18105                          | 999514 |      |
| AMERICAN TEL & TEL CO<br>BOX 1530           | ATTN JOHN O'BANNION<br>HOUSTON TX 77001     | 999518 | 8011 |
| AMOCO GAS CO<br>BOX 3092                    | HOUSTON TX 77001                            | 999526 |      |
| AMOCO PIPELINE CO<br>3701 KIRBY DR RM 870   | HOUSTON TX 77006                            | 999534 |      |
| ARCO PIPE LINE CO<br>ARCO BLDG              | ATTN O R MAY<br>INDEPENDENCE KS 67301       | 999542 | 8080 |
| ATCHISON TOPEKA SF RR<br>514 SANTA FE BLDG  | ATTN W R BROWN<br>AMARILLO TX 79106         | 999550 | 8150 |
| BAYLOR CO<br>P O BOX 36326                  | W DON GREENE<br>HOUSTON TX 77036            | 999554 |      |
| CROWN-RANCHO PL CO<br>BOX 1759              | ATTN G H COBB<br>HOUSTON TX 77001           | 999558 | 8360 |
| DOW CHEMICAL CO<br>BOX 22468                | HOUSTON TX 77027                            | 999566 |      |
| E I M CO INC<br>BOX 8                       | ATTN WM MC DONALD<br>MISSOURI CITY TX 77459 | 999571 |      |

CITATION ORDER 1973  
FT BEND COUNTY

|  |   |             |
|--|---|-------------|
| EXXON PIPELINE CO<br>BOX 53                    | ATTN J L WINDLINGER<br>HOUSTON TX 77001     | 999578 8390 |
| DUVAL CORP<br>1906 1ST CNB BLDG                | HOUSTON TX 77002                            | 999574      |
| FT BEND TELEPHONE CO<br>BOX 1127               | ROSENBERG TX 77471                          | 999582      |
| GENERAL TELEPHONE CO<br>BOX 1001               | ATTN GAITHER PADDOCK<br>SAN ANGELO TX 76901 | 999590 8430 |
| GULF REFINING CO<br>P O DRAWER 2100            | ATTN A F PAGE JR<br>HOUSTON TX 77001        | 999598 8500 |
| GULF STATES TUBE CORP<br>BOX 808               | ROSENBERG TX 77471                          | 999606      |
| GULF TELEVISION CORP<br>7211 HILLCRAFT RM 4    | HOUSTON TX 77036                            | 999614      |
| HEAT EXCHANGERS INC<br>BOX 45007               | ATTN W E TAYLOR<br>HOUSTON TX               | 999616      |
| HEATRAM INC<br>BOX 1112                        | HOUSTON TX 77001                            | 999618      |
| HOLLAND ENGINEERING COR<br>BOX 36265           | ATTN JOHN G HOLLAND<br>HOUSTON TX 77036     | 999620      |
| HOUSTON LIGHT/POWER CO<br>BOX 1700             | ATTN H J HAGAN<br>HOUSTON TX 77001          | 999622 8570 |
| HOUSTON NAT GAS PROD<br>BOX 1188               | ATTN W J SOKOL<br>HOUSTON TX 77001          | 999630 3470 |
| HOUSTON PIPE LINE CO<br>BOX 1188               | ATTN W J SOKOL<br>HOUSTON TX 77001          | 999646 8640 |
| HOUSTON SHELL/CONCRETE<br>BOX 348              | HOUSTON TX 77001                            | 999654      |
| IMPERIAL SUGAR CO<br>BOX 9                     | ATTN R E HENDERSON<br>SUGARLAND TX 77478    | 999662      |
| INTERNATL BUS MACHINES                         | ARMONK NY 10504                             | 999670      |
| JEFFERSON LAKE SULPHUR<br>BOX 1185             | HOUSTON TX 77001                            | 999678      |
| <del>JEFFERSON LAKE SULPHUR<br/>BOX 1185</del> | <del>HOUSTON TX 77001</del>                 | 999683      |
| MISSOURI-KANSAS RR CO<br>701 COMMERCE          | ATTN J L BOOTS<br>DALLAS TX                 | 999694      |
| MUNICIPAL PIPE & FAB CO<br>BOX 52357           | HOUSTON TX 77052                            | 999702      |
| MUSTANG PIPELINE CO<br>BOX 7444                | LONGVIEW TX 75601                           | 999710      |
| NALCO CHEMICAL CO<br>BOX 87                    | SUGARLAND TX 77478                          | 999718      |
| NATIONAL COUPLING CO<br>1316 STAFFORDSHIRE RD  | ATTN H L GROUES<br>STAFFORD TX 77477        | 999722      |
| CHEMETRON CORP<br>111 EAST WACKER DR           | CHICAGO ILL 60601                           | 999726      |

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CITATION ORDER 1973  
FT BEND COUNTY

|  |                                     |       |        |      |
|--|-------------------------------------|-------|--------|------|
| NATURAL GAS PL CO OF AM<br>BOX 283             | ATTN GEORGE A NIES<br>HOUSTON TX    | 77001 | 999734 | 8850 |
| OLD OCEAN FUEL CO<br>BOX 970                   | FT WORTH TX                         | 76101 | 999742 |      |
| PENNZOIL PIPELINE CO<br>P O BOX 1407           | SHREVEPORT LA                       | 71102 | 999750 |      |
| PHILLIPS PIPE LINE CO<br>BOX 1967              | ATTN J W CRADDOCK<br>HOUSTON TX     | 77001 | 999758 |      |
| PLICOFLEX INC<br>P O BOX 45829                 | ATTN W H MCQUORRIE<br>HOUSTON TX    | 77045 | 999762 |      |
| SHELL PIPE LINE CORP<br>BOX 2099               | ATTN J R MCADAMS<br>HOUSTON TX      | 77001 | 999766 | 8990 |
| SOUTHERN PACIFIC TRANS<br>BOX 1319             | HOUSTON TX                          | 77001 | 999774 |      |
| SOUTHWESTERN BELL TEL<br>BOX 1530              | ATTN JOHN O'BANNION<br>HOUSTON TX   | 77001 | 999782 | 9061 |
| SPERRY RAND CORP<br>1290 AVE OF AMERICAS       | ATTN JOHN J BYRNES<br>NEW YORK NY   | 10017 | 999786 |      |
| SPERRY-SUN WELL SURV CO<br>BOX 2880            | DALLAS TX                           | 75221 | 999790 |      |
| SUGARLAND TELEPHONE CO<br>BOX 650              | SUGARLAND TX                        | 77478 | 999798 |      |
| TAM-CON INC<br>P O BOX 45536                   | % LEWIS A HALVERSON<br>HOUSTON TX   | 77045 | 999802 |      |
| TENNECO INC<br>BOX 2511                        | ATTN J G BRENDEN<br>HOUSTON TX      | 77001 | 999806 | 9130 |
| TEXAS EASTERN TRANS CO<br>P O BOX 2521         | HOUSTON TX                          | 77001 | 999814 |      |
| TEXAS EASTMAN CO<br>BOX 7444                   | LONGVIEW TX                         | 75601 | 999822 |      |
| TEXAS INDUSTRIES<br>1011 STEMMONS TWR SO       | DALLAS TX                           | 75207 | 999830 |      |
| TEXCRETE STRUTRL PROD<br>1011 STEMMONS TWR S   | % WEBB R COOLEY JR<br>DALLAS TX     | 75207 | 999838 |      |
| TRANSCO GAS PL CO<br>1011 STEMMONS TWR S       | DALLAS TX                           | 75207 | 999846 | 8270 |
| TROY CONSTRUCTION CO<br>BOX 45862              | HOUSTON TX                          | 77045 | 999854 |      |
| TRUNKLINE GAS CO<br>BOX 1642                   | ATTN T N WELLSRING<br>HOUSTON TX    | 77001 | 999862 | 9410 |
| UNITED GAS INC<br>BOX 2628                     | HOUSTON TX                          | 77001 | 999870 |      |
| UNITED GAS PIPE LINE CO<br>BOX 1407            | ATTN BERNELL ROACH<br>SHREVEPORT LA | 71102 | 999878 | 9480 |
| VALLEY PIPE LINE INC<br>P O BOX 1188           | HOUSTON TX                          | 77001 | 999886 |      |
| WARREN PETROLEUM CORP<br>P O DRAWER 2100       | ATTN A F PAGE JR<br>HOUSTON TX      | 77001 | 999894 | 9550 |
| WESTERN UNION TELEGRAPH<br>2030 MAIN ST RM 601 | ATTN E G THOMAS<br>DALLAS TX        | 75201 | 999902 | 9620 |

CITATION ORDER 1973  
FT BEND COUNTY

|  |                         |    |       |        |      |
|--|-------------------------|----|-------|--------|------|
| WHARTON CO ELEC CO-OP<br>BOX 35100               | HOUSTON                 | TX | 77035 | 999910 |      |
|  | AGENTS                  |    |       |        |      |
| BERRY, BROWN & CO<br>BOX 419                     | AGENTS<br>WICHITA FALLS | TX | 76307 | 999970 | 9800 |
| CLARK & HARDING<br>3616 RICHMOND-RM 614          | AGENTS<br>HOUSTON       | TX | 77046 | 999972 | 9815 |
| CULLERS & BAILEY<br>BOX 3193                     | AGENTS<br>ABILENE       | TX | 79604 | 999974 | 9830 |
| O D EDWARDS JR<br>BOX 12025                      | AGENTS<br>FT WORTH      | TX | 76116 | 999976 | 9845 |
| GRANBURY & ALLEN<br>910 N ESPERSON BLG           | AGENTS<br>HOUSTON       | TX | 77002 | 999978 | 9860 |
| JAS A HALL & ASSOC<br>515 CULLEN CTR BK BLG      | AGENTS<br>HOUSTON       | TX | 77002 | 999980 | 9875 |
| KIRKWOOD & DARBY<br>1511 CNB BLDG                | AGENTS<br>FT WORTH      | TX | 76102 | 999982 | 9890 |
| PROPERTY TAX SERVICE CO<br>718 EMPIRE CENTRAL BG | AGENTS<br>DALLAS        | TX | 75247 | 999984 | 9905 |
| MEREDITH ETAL<br>321 SAN JACINTO BLDG            | AGENTS<br>HOUSTON       | TX | 77002 | 999987 | 9921 |
| MIZELL CARRUTH ETAL<br>6434 MAPLE SUITE 123      | AGENTS<br>DALLAS        | TX | 75235 | 999989 | 9935 |
| L B WALKER & ASSO<br>546 THE MAIN BLDG           | AGENTS<br>HOUSTON       | TX | 77002 | 999995 | 9980 |
| DURWOOD - GREEN CONST CO<br>10126 CASH RD        | STAFFORD                | TX | 77477 |        |      |
| GEOPHYSICAL EQUIP MFGR CORP<br>P O BOX 36278     | HOUSTON                 | TX | 77036 |        |      |

WHEREFORE, it is ordered that the County Clerk of Fort Bend  
County, Texas, give to each of the parties, firms and corporations listed above,  
written notice that the Board of Equalization desires to raise the assessment on the  
property so rendered by each of them respectively, and that said Board has designated  
and fixed the 29th. day of May, 19 73, et seq., at 9:00  
o'clock A. M., at which time it will further consider all evidence then before it,  
and finally determine, fix and equalize the value of said property for the purpose  
of taxation for the year 19 73. The Clerk shall, in addition to the personal  
written notice to each of the parties heretofore named, give notice of the meeting  
of said Board of Equalization by publication in some newspaper published in said  
County, said publication to be made not less than ten days prior to the above date.

BY ORDER OF THE BOARD OF EQUALIZATION.

Josh. H. Hatcher  
County Judge and Chairman  
of the Board of Equalization

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization in and for Fort Bend County, Texas, having been regularly convened and being in session this the 14th day of May, A.D., 1973, the following order was, upon motion of Commissioner Paul R. Wenzel, Jr., duly seconded by Commissioner Johnnie Pustka, unanimously carried and adopted, to-wit:

There being no further business now necessary to be transacted by said Board of Equalization, it is ordered that said Board do now recess until 9:00 a.m., the 29th day of May, A.D., 1973, at which time said Board of Equalization will further resume the transaction of such business as may then come before it.

Josh Gates

County Judge & Chairman  
of the Board of Equalization

Fort Bend County,

Richmond Texas.

THIS 14th day of May, 1973.

There being no further business, the Court adjourned at 1:40 o'clock P.M.

Josh Gates  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 21st day of May, A. D. 1973, the Commissioners Court of Fort Bend County, Texas met in Special Session, with the following present:

|                            |                        |
|----------------------------|------------------------|
| Johnnie Pustka             | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr.,       | Commissioner Prec. # 2 |
| J. M. Davis,<br>(Presided) | Commissioner Prec. # 3 |
| Ed. H. Helwig,             | Commissioner Prec. # 4 |

County Judge Josh Gates was absent when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Johnnie Pustka, and duly passed, the Minutes of Regular Session of May 14, 1973 were approved.

RE: BIDS FOR PURCHASE OF CRAWLER FRONT END LOADER FOR PRECINCT #4 OPENED-STUDY AND NOTIFY BIDDER

On Motion of Ed. H. Helwig, Commissioner Prec. # 4 and seconded by Commissioner Paul R. Wenzel, Jr., the bids opened on purchase of Crawler Front end Loader for Precinct #4 are to be studied and successful bidder to be notified.

RE: ORDER REQUESTING FLOOD PLAIN INFORMATION FROM THE CORP OF ENGINEERS PASSED

On Motion of Commissioner Johnnie Pustka, and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court is to make Application for Flood Plain Information from Corp of Engineers and the County Judge is authorized to sign the application.

RE: APPOINTMENT OF DOMESTIC RELATIONS COURT JUDGE

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court approved the appointment of Sidney J. Brown, Attorney to the Domestic Relations Court as Judge subject to official notification from Austin that the Domestic Relations Court Bill has been passed and signed by the Governor.

RE: ABANDONMENT OF A PORTION OF DRAINAGE DITCH EASEMENT IN WILLOWRIDGE SUBDIVISION APPROVED

On Motion of Commissioner J. M. Davis and seconded by Commissioner Johnnie Pustka and duly passed the Court approved the abandonment of Drainage Ditch Easement in Willowridge Subdivision being 0.9632 acres located in the John Lafayette Survey, Abstract No. 280, Fort Bend County, Texas.

## ABANDONMENT OF EXISTING EASEMENT

THE STATE OF TEXAS       X

COUNTY OF FORT BEND     X

WHEREAS, by instrument recorded in Volume 459, page 12, and Volume 459, page 22 of the Deed Records of Fort Bend County, Texas, a drainage easement for ditch designated B-1- c, further described as "Exhibit A" attached hereto, over and across certain property as described in said instrument was granted and dedicated; and

WHEREAS, said easement runs over and across, and affects and benefits certain property, the title to which is in Blue Ridge Associates, a joint venture composed of J-L-R Company, a Delaware corporation, and Kevaland Texas Corporation, a Texas corporation (hereinafter referred to as "the Owners"), and on which property Charlestown Savings Bank and First City National Bank of Houston, a national banking association, of the County of Harris, State of Texas (hereinafter referred to as "the Lienholders") hold liens; and

WHEREAS, the Fort Bend County Commissioner's Court joins in the execution hereof to evidence their abandonment of the old easement, to the extent that the drainage easement for drainage ditch has been relocated by the easement granted and recorded in Volume 567, page 535, Fort Bend County Deed Records (designated Ditch B-1- c), and the easements as recorded in Volume 459, page 12 and Volume 459, page 22, of the Fort Bend County Deed Records are no longer necessary and in fact impede completion of previously dedicated Fondren Road as dedicated and recorded in Volume 567, page 738 and Volume 572, page 666, Fort Bend County Deed Records.

The County Commissioner's Court does hereby ABANDON and QUIT-CLAIM unto the said Owners that portion of the easement set out above, to the extent that the easement granted for relocation of Ditch B-1-c recorded

in Volume 567, page 535, Fort Bend County Deed Records, realigns and redefines the drainage easement for said ditch.

EXECUTED this 21st day of May, 1973.

FORT BEND COUNTY COMMISSIONER'S COURT

*Jose G. Gato*  
County Judge

*Jim Davis*  
County Commissioner

*Johnny P. Smith*  
County Commissioner

*Ed McKeever*  
County Commissioner

*Paul R. Wenzel*  
County Commissioner

Return to  
Wally Claypool  
JOHNSON LOGGING INC.  
1600 FIRST CITY EAST  
HOUSTON TEXAS 77002

## "EXHIBIT-A"

Blue Ridge  
Abandonment of Ditch @  
Northwest Corner  
John Lafayette Survey

February 20, 1973

DESCRIPTION OF 0.9632 ACRES OF LAND  
OUT OF THE  
JOHN LAFAYETTE SURVEY, ABSTRACT NO. 280,  
FORT BEND COUNTY, TEXAS

All that certain tract or parcel of land containing 0.9632 acres located in the John Lafayette Survey, Abstract No. 280, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the said John Lafayette Survey, Abstract No. 280, Fort Bend County, Texas;

THENCE S 89° 35' 15" E, 303.26 feet along the north line of the said John Lafayette Survey to a point for corner, said point being in the north line of an existing 60 ft.-wide Fort Bend County Drainage Easement (Volume 459, Page 22, F.B.C.D.R.);

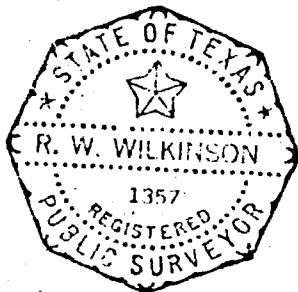
THENCE S 30° 23' 51" W, 69.27 feet to a point in the south line of said 60 ft.-wide Drainage Easement to a point for corner said point also being the most northerly northwest corner of a Fort Bend County Drainage Easement (Volume 567, Page 535, F.B.C.D.R.);

THENCE N 89° 35' 15" W, 203.63 feet along the south line of said 60 ft.-wide Drainage Easement to a point for interior corner of the herein described tract, said point also being in the east line of a 60 ft.-wide Fort Bend County Drainage Easement (Volume 459, Page 12, F.B.C.D.R.);

THENCE S 00° 23' 51" W, 361.40 feet along the east line of said 60 ft.-wide Drainage Easement (Volume 459, Page 12, F.B.C.D.R.), to a point for corner, said point being the most westerly northwest corner of said Fort Bend County Drainage Easement (Volume 567, Page 535, F.B.C.D.R.);

THENCE S 30° 23' 51" W, 120.00 feet to a point for corner in the west line of the said John Lafayette Survey, Abstract No. 280; said point also being in the west line of a 60 ft.-wide Fort Bend County Drainage Easement (Volume 459, Page 12, F.B.C.D.R.);

THENCE N 00° 23' 51" E, 525.34 feet along the west line of said John Lafayette Survey, Abstract No. 280, and the west line of said 60 ft.-wide Drainage Easement (Volume 459, Page 12 F.B.C.D.R.) to the POINT OF BEGINNING and containing 0.9632 acres of land;



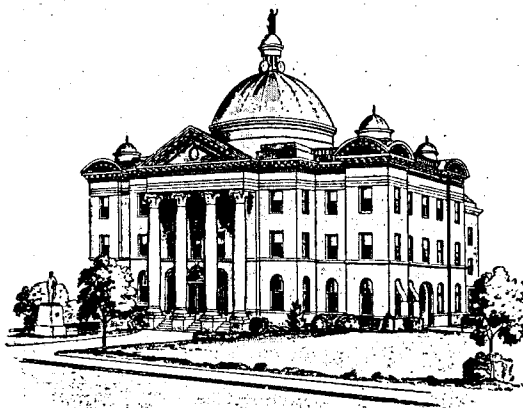
*R. W. Wilkinson*  
R.W. Wilkinson

RE: ORDER PASSED TO SIGN CONTRACT WITH HASKINS& SELLS, CERTIFIED PUBLIC ACCOUNTANTS  
 RE: FORT BEND COUNTY AUDIT

On Motion of Commissioner Paul R. Wenzel and seconded by Commissioner J. M. Davis and duly passed the Court ordered to sign the Contract with Haskins & Sells, Certified Public Accountants to go ahead with the audit which is to be started May 23, 1973. The cost is not to exceed \$18,000.00 to be paid out of Revenue Sharing Funds.

#### COUNTY OFFICERS

JOSH GATES  
 COUNTY JUDGE  
 KILA MACRE  
 COUNTY CLERK  
 MRS. JOYCE TOMPKINS  
 COUNTY AUDITOR  
 CHARLES A. DICKERSON  
 COUNTY ATTORNEY  
 M. ELIZABETH WILLIAMS  
 COUNTY TREASURER  
 R. L. GASTON  
 SHERIFF  
 MRS. BETTY J. HANZELKA  
 TAX ASSESSOR-COLLECTOR  
 JOSH GATES  
 EX OFFICIO COUNTY  
 SUPERINTENDENT  
 GUY N. WYNN  
 J. P. PRECINCT NO. 1  
 WILL E. SCOTT, M.D.  
 COUNTY HEALTH OFFICER  
 A. LUCILLE LOWRIE  
 LIBRARIAN



## COUNTY OF FORT BEND

RICHMOND, TEXAS

77469

May 15, 1973

Mr. James L. Williams  
 Haskins & Sells  
 Certified Public Accountants  
 1200 Travis Street  
 Houston, Texas - 77002

Dear Jim:

Attached is the contract covering the County audit, duly signed by the County Judge, County Commissioners, County Clerk and myself.

Sincerely,

*Joyce Tompkins*  
 Joyce Tompkins  
 County Auditor

JT/c  
 Attch.

#### DISTRICT COURT OFFICERS

T. M. GUPTON  
 DISTRICT JUDGE  
 3RD JUDICIAL DISTRICT  
 G. F. HARDY, JR.  
 DISTRICT JUDGE  
 180TH JUDICIAL DISTRICT  
 JACK SALTER  
 DISTRICT ATTORNEY  
 ZORA DELL COLE  
 DISTRICT CLERK

#### COUNTY COMMISSIONERS

JOHNNIE FUSTEA NO. 1  
 ROSENBERG  
 PAUL R. WENZEL, JR. NO. 2  
 NEEDHAM  
 J. M. DAVIS NO. 3  
 SUGARLAND  
 ED. H. HELWIG NO. 4  
 FULSHEAR

#### VETERANS SERVICE OFFICER

HENRY J. KACAL

#### COUNTY SOCIAL WORKER

CASSIE JO WALLER

#### COUNTY PROBATION OFFICER

A. B. DOBSON, JR.

#### CIVIL DEFENSE COORDINATOR

BAILEY B. ANDERSON

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THIS CONTRACT AND AGREEMENT made and entered into by and between Fort Bend County, Texas, hereinafter called County, and Haskins & Sells, Certified Public Accountants, whose office is located in Houston, Harris County, Texas, hereinafter called Auditor.

W I T N E S S E T H:

That the County does hereby employ, as an independent contractor, Auditor, to examine for the calendar year 1972 the statements of cash receipts and disbursements of those funds of Fort Bend County, Texas which are audited by the County Auditor, which examination shall be according to the following terms, and provisions, to wit:

I.

(a) All books of account shall be closed and trial balances prepared, as of the last day of the year being examined, by employees of the County and such trial balances shall be made available to the Auditor. The scope and standards of the examination to be made hereunder shall not be less than those customarily understood with respect to an audit of cash receipts and disbursements in commercial auditing, it being the intent that the scope will not include a detailed examination of all transactions of the County during the year but will include the customary tests and review of internal controls that under generally accepted auditing standards are sufficient to satisfy the Auditor of the integrity of the County's books and records of account and of the financial transactions reflected therein.

Commissioners Court  
Page 2

(b) If in the course of this audit any conditions, situations, or circumstances should be encountered in respect to any fund, department, account or transaction that would seem to warrant special investigation of such fund or funds, account or transactions, the same shall be done as extra service, aside from the scope, specifications, and standards of the audit of cash receipts and disbursements contemplated by this contract. No such extra service shall be performed except upon the written authorization of the Commissioners' Court of the County and the consideration to be paid therefor shall be agreed upon at the time of such authorization. It is understood and agreed that receipts and disbursements of any grant fund money will be included in the normal testing procedures. If special audit procedures, in addition to those included in this contract, are requested or if a separate audit report is required with respect to one or more of the grant funds, that work will be considered as a separate engagement and will be paid for at the standard per hour rates.

(c) It is understood and agreed that the audit will not include an examination of transactions related to the trust funds in the Registry of the Court, County Clerk and District Clerk, it being contemplated that transactions in these funds will be audited only by the County Auditor.

Commissioners Court  
Page 3

(d) The audit shall be prosecuted diligently until completed for the calendar year involved and, upon completion, a report of the audit for such year shall be rendered in ten (10) copies by Auditor to the County on or before August 1, 1973. It is contemplated that County may want more than ten (10) copies of the audit report and Auditor agrees to have printed or otherwise reproduced under his supervision such extra copies, the cost of which County agrees to pay.

II.

County agrees to pay to Auditor for the audit to be made hereunder a maximum fee of eighteen thousand dollars (\$18,000). It is further agreed that County shall furnish assistance and cooperation from its employees as is needed in making and completing the audit. Interim billings on the aforesaid fee are authorized, with the final payment and reimbursements being payable to Auditor upon completion and delivery of the audit report to County.

Commissioners Court  
Page 4

IN TESTIMONY WHEREOF, WITNESS OUR HANDS at Richmond,  
Texas, this May 21, 1973.

COMMISSIONERS COURT OF FORT BEND COUNTY

Josh Gates  
Josh Gates, County Judge

Johnnie Pustka  
Johnnie Pustka, Commissioner  
of Precinct 1

Paul R. Wenzel, Jr.  
Paul R. Wenzel, Jr., Commissioner  
of Precinct 2

J. M. Davis  
J. M. Davis, Commissioner  
of Precinct 3

Ed H. Helwig  
Ed H. Helwig, Commissioner  
of Precinct 4

HASKINS AND SELLS

By Don R. Model

Ella Macek  
Ella Macek, Clerk of the  
County Court and Ex-Officio  
Clerk of the Commissioners  
Court of Fort Bend County,  
Texas

Funds are or will be on hand to pay this obligation when due.

Joyce Tompkins  
Joyce Tompkins, County Auditor

*Co. Clerk*

COUNTY TREASURER'S BOND REPORT

MAY, 1973

## FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1962

Outstanding 5-1-1973 - - - \$ 975.00

6 Int. Coupons No. 19 Off Bonds 42 thru 47 @ \$81.25

\$ 487.50

6 Int. Coupons No. 21 Off Bonds 42 thru 47 @ \$81.25

\$ 487.50

---

 \$ 975.00

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

Outstanding 5-1-1973 - - - NONE

## FT. BEND COUNTY TIME WARRANTS, SER. 1969 SINKING

Outstanding 5-1-1973 - - - None

## ROAD DISTRICT NO. 4 SER. 1940 BOND

Outstanding 5-1-1973 - - - \$ 50.00

2 Coupons No. 77 Off Bonds Nos. 166 & 167  
at \$25.00

\$ 50.00

## ROAD DISTRICT NO. 8 SER. 1927 BOND

Outstanding 5-1-1973 - - - \$ 110.00

4 Coupons No. 59 Off Bonds 210-212-214-216  
at \$27.50

\$ 110.00

COUNTY TREASURER'S BOND STATEMENT

MAY, 1973

No Cancelled coupons nor Bonds Received During the Month of May, 1973.

-----

There being no further business the Court adjourned at 1:45 o'clock P.M.

Just Gals  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

1 5

SPECIAL SESSION

THE STATE OF TEXAS     )  
COUNTY OF FORT BEND    )

BE IT REMEMBERED: That on the 4th day of June, A. D. 1973, the Commissioners Court of Fort Bend County, Texas met in Special Session, with the following present:

|                      |                           |
|----------------------|---------------------------|
| Josh Gates,          | County Judge              |
| Johnnie Pustka       | Commissioner Precinct. #1 |
| Paul R. Wenzel, Jr., | Commissioner Precinct. #2 |
| J. M. Davis,         | Commissioner Precinct. #3 |
| Ed. H. Helwig,       | Commissioner Precinct. #4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the minutes of Special Session of May 21st, 1973, were approved.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application for Soil Conservation work for Joe Niver.

RE: EMPLOYMENT OF 2 DEPUTIES FOR THE SHERIFF'S DEPARTMENT:

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized R. L. "Tiny" Gaston, Sheriff to employ the following deputies.

Danny Earl Rich, at a salary of \$645.00 per month, effective June 1, 1973.

Weldon Leslie Faucett, at a salary of \$645.00 per month, effective June 15, 1973.

RE: EMPLOYMENT OF BOOKMOBILE DRIVER FOR FORT BEND COUNTY LIBRARY:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the employment of Robert Hacker, as a Bookmobile Driver for the Fort Bend County Library, effective June 4, 1973, for 5 days a week, at \$1.90 per hour. This being subject to getting his Commercial Drivers License.

RE: ACCEPT BID FOR CRAWLER TYPE FRONT END LOADER FOR PRECINCT 4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the court accepted the bid of Gardner Machinery Corporation of Houston, Texas, for a Crawler Type Front End Loader for Precinct 4, in the amount of net bid of \$16,500.00.

RE: ADVERTISE FOR BIDS FOR 1 OR MORE 1/2 TON PICK-UP TRUCKS FOR PRECINCT 4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the court ordered to advertise for bids for 1 or more 1/2 Ton Pick-up Trucks for Precinct 4:

RE: PETITION AND ORDER DISCONTINUING PORTIONS OF PUBLIC ROADS IN GEORGE E. FIELDS SURVEY, ABSTRACT 591 AND WILLIAM STANLEY SURVEY, ABSTRACT 599: APPROVED:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the court authorized the County Judge to sign Petition discontinuing portions of the Public Roads in George E. Fields Survey, Abstract 591 and William Stanley Survey, Abstract 599 in Fort Bend County, Texas and abandoning the use of said Strips of land for Public road purposes, as follows:

COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

PETITION

WHEREAS, those portions of public road described hereinbelow have been abandoned for public road purposes for more than twenty (20) years; and

WHEREAS, said portions of public road have been continuously under fence for a period of twenty (20) years or more; and

WHEREAS, said portions of public road hereinbelow described provide no benefit to the public; and

WHEREAS, the public interests will be better served in making this change by closing and discontinuing portions of public road and by abandoning the use of same for public road purposes: NOW THEREFORE

WE, the undersigned, being free holders in the precinct in which the hereinbelow described portions of public roads are located, respectively request the Commissioner's Court of Fort Bend County, Texas, to grant an order discontinuing the portions of public road hereinbelow described as public roads and abandoning their use for public road purposes, said portions of public roads in Fort Bend County, Texas, being more particularly described as follows, to-wit:

Tract 1: A strip of land 40' wide, out of the Geo. E. Fields Survey, Abstract 591, and across the Northeasterly corner of tract of land owned by Mrs. Ludy M. Belew and whose center line is more particularly described as follows:

Beginning in the South right-of-way line of the S. A. & A. P. Railroad and the North right-of-way line of Mrs. Lucy M. Belew, which point is 60 ft. from the Northeast corner of property owned by Mrs. Ludy M. Belew;

THENCE, in a Southeasterly direction 135.2 feet, more or less, to the East property line of Mrs. Ludy M. Belew, and West property line of Bassett Blakely;

This strip of land contains 0.124 acres of land, more or less, and being the same property described in right-of-way easement from Mrs. Ludy M. Belew et vir to Fort Bend County recorded in Volume 175, page 585 of the Deed Records of Fort Bend County, Texas.

Tract 2: A strip of land 40 feet wide out of the Geo. E. Fields Survey, Abstract 591, and Wm. Stanley Survey, Abstract 599, which center line is more particularly described as follows:

Beginning at a point in the South right-of-way line of the S. A. & A. P. Railroad and the property line of Bassett Blakely, 140 feet South of and at right angles to State Highway Engineer's Station 264+25.1;

THENCE, in a Southeasterly direction 204 feet,  
more or less;

THENCE an angle to the right  $16^{\circ} 55'$  and in a  
Southerly direction 1196 feet, which center line is 20  
feet from and parallel to the East property line owned by  
Mrs. Ludy M. Belew.

This strip of land contain 1.284 acres of land, more or  
less, and being the same property described in right-of-way  
easement from Bassett Blakely to Fort Bend County  
recorded in Volume 175, page 586 of the Deed Records of  
Fort Bend County, Texas.

DATED this 10th day of April, 1973.

Bill Brisson

A. P. Hillbrook

E. M. Huggins Jr.

L. E. Leonard

Masson Brisson II

Ward K. Gustaf

J. D. Farham

Wm. Abnhy

Wera F. McCray

Julius L. Miller Sr.

NOTICE

NOTICE is hereby given by the undersigned that they intend to make application to the Commissioner's Court of Fort Bend County, Texas on or after the 30th day of May, 1973, being at least twenty (20) days after date of posting this notice, for an order discontinuing the below described strips of land in Fort Bend County, Texas, as public roads and abandoning their use for public road purposes, such strips of land being more particularly described as follows:

Tract 1: A strip of land 40' wide, out of the Geo. E. Fields Survey, Abstract 591, and across the Northeasterly corner of tract of land owned by Mrs. Ludy M. Belew and whose center line is more particularly described as follows:

Beginning in the South right-of-way line of the S. A. & A. P. Railroad and the North right-of-way line of Mrs. Lucy M. Belew, which point is 60 ft. from the Northeast corner of property owned by Mrs. Ludy M. Belew;

THENCE, in a Southeasterly direction 135.2 feet, more or less, to the East property line of Mrs. Ludy M. Belew, and West property line of Bassett Blakely;

This strip of land contains 0.124 acres of land, more or less, and being the same property described in right-of-way easement from Mrs. Ludy M. Belew et vir to Fort Bend County recorded in Volume 175, page 585 of the Deed Records of Fort Bend County, Texas.

Tract 2: A strip of land 40 feet wide out of the Geo. E. Fields Survey, Abstract 591, and Wm. Stanley Survey, Abstract 599, which center line is more particularly described as follows:

Beginning at a point in the South right-of-way line of the S. A. & A. P. Railroad and the property line of Bassett Blakely, 140 feet South of and at right angles to State Highway Engineer's Station 264+25.1;

THENCE, in a Southeasterly direction 204 feet, more or less;

THENCE an angle to the right  $16^{\circ} 55'$  and in a Southerly direction 1196 feet, which center line is 20 feet from and parallel to the East property line owned by Mrs. Ludy M. Belew.

This strip of land contain 1.284 acres of land, more or less, and being the same property described in right-of-way easement from Bassett Blakely to Fort Bend County recorded in Volume 175, page 586 of the Deed Records of Fort Bend County, Texas.

Page 2

DATED this 10th day of April, 1973.E. M. Huggins Jr.J. D. FarhamA. P. HallmarkBill BriscoeL. E. LeonardWm. SchulzeWard K. GantVera F. McCraryMax BiscuitBalke L. Mahler Jr.

CAME to hand the 10th day of April, 1973, and executed by posting  
 a properly executed true copy hereof at the Courthouse door of Fort Bend  
 County, Texas, and at Post Office in Clodine, Texas  
 and Schulze Store on F. M. 359  
 which are two other public places in the vicinity of the route of said roads  
 on the 8th day of May, 1973.

Balke L. Mahler Jr.  
 Balke Mahler

ORDER OF COMMISSIONER'S COURT DISCONTINUING PORTIONS OF PUBLIC ROADS  
IN GEORGE E. FIELDS SURVEY, ABSTRACT 591 and WILLIAM STANLEY SURVEY,  
ABSTRACT 599 IN FORT BEND COUNTY, TEXAS AND ABANDONING THE USE OF  
SAID STRIPS OF LAND FOR PUBLIC ROAD PURPOSES

THE STATE OF TEXAS :  
\*  
COUNTY OF FORT BEND :

This, the 4<sup>TH</sup> day of JUNE, 1973, in regular  
order and at a regular meeting of the Commissioner's Court of Fort  
Bend County, Texas, came on to be heard and considered the matter of  
discontinuing strips of land hereinbelow described in Fort Bend  
County, Texas, as public roads and abandoning their use for public  
road purposes, and

It appears to the Court, and the Court so affirmatively  
finds, by unanimous affirmative vote of all elected Commissioners  
that said petition presented to this Court on JUNE 4, 1973,  
requesting such action was signed by at least eight (8) freeholders in  
the precinct in which such roads are desired to be discontinued, that  
said applicants have given at least twenty (20) days notice by written  
advertisement of their intended application posted up at the Courthouse  
door of Fort Bend County, Texas, and at two (2) other public places  
in the vicinity of the route of said roads, that the public interest  
will be better served in closing and discontinuing said roads and by  
abandoning the use of same for public road purposes, that said request  
is proper and should be approved, it is, therefore, upon motion made by  
Commissioner ED. H. HELWIG and seconded by Commissioner  
J. M. DAVIS and duly passed by unanimous  
affirmative vote of all elected Commissioners,

ORDER AND DECREED by said Commissioner's Court of Fort Bend  
County, Texas, that said strips of land located in Fort Bend County,  
Texas, described as follows:

Tract 1: A strip of land 40' wide, out of the Geo. E. Fields Survey, Abstract 591, and across the Northeasterly corner of tract of land owned by Mrs. Ludy M. Belew and whose center line is more particularly described as follows:

Beginning in the South right-of-way line of the S. A. & A. P. Railroad and the North right-of-way line of Mrs. Lucy M. Belew, which point is 60 ft. from the Northeast corner of property owned by Mrs. Ludy M. Belew;

THENCE, in a Southeasterly direction 135.2 feet, more or less, to the East property line of Mrs. Ludy M. Belew, and West property line of Bassett Blakely;

This strip of land contains 0.124 acres of land, more or less, and being the same property described in right-of-way easement from Mrs. Ludy M. Belew et vir to Fort Bend County recorded in Volume 175, page 585 of the Deed Records of Fort Bend County, Texas.

Tract 2: A strip of land 40 feet wide out of the Geo. E. Fields Survey, Abstract 591, and Wm. Stanley Survey, Abstract 599, which center line is more particularly described as follows:

Beginning at a point in the South right-of-way line of the S. A. & A. P. Railroad and the property line of Bassett Blakely, 140 feet South of and at right angles to State Highway Engineer's Station 264+25.1;

THENCE, in a Southeasterly direction 204 feet, more or less;

THENCE an angle to the right  $16^{\circ} 55'$  and in a Southerly direction 1196 feet, which center line is 20 feet from and parallel to the East property line owned by Mrs. Ludy M. Belew.

This strip of land contain 1.284 acres of land, more or less, and being the same property described in right-of-way easement from Bassett Blakely to Fort Bend County recorded in Volume 175, page 586 of the Deed Records of Fort Bend County, Texas.

Page 3

are hereby discontinued as public roads and their use for public road purposes are hereby abandoned.

IN WITNESS WHEREOF, said Commissioner's Court of Fort Bend County, Texas, has caused this Order to be entered on its minutes and to be hereby executed by Josh Gates, County Judge of Fort Bend County, Texas, this 4<sup>th</sup> day of JUNE, 1973.

COMMISSIONER'S COURT OF FORT  
BEND COUNTY, TEXAS

By Josh Gates  
Josh Gates, County Judge

RE: MOTION TO RECORD CONTRACT OF THOS. Y. PICKETT & COMPANY, INC.:

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the court authorized the County Judge to sign the Contract of Thos. Y. Pickett & Company, Inc., and to be recorded in the Minutes of the Commissioners Court as follows:

|   |   |                                |
|---|---|--------------------------------|
| THE STATE OF TEXAS  | : | KNOW ALL MEN BY THESE PRESENTS |
| COUNTY OF <u>FORT BEND</u>  | : |                                |
| <p>THAT WHEREAS, the Commissioners' Court of <u>Fort Bend</u> County, Texas, sitting as a Board of Equalization, as required by law, has heretofore and will in the future have submitted to it, by the Tax Assessor and Collector of said County, for inspection, correction or equalization and approval, renditions of or assessments against oil and gas properties, other mineral properties, public utilities, railroads and other industrial and manufacturing properties, and in the performance of the duties imposed by law upon such Board in the inspection, correction, equalization and approval of such renditions or assessments, will have need for technical data and testimony pertaining to such properties requiring scientific knowledge, technical skill and experience in analysis and appraisal of such properties; and</p> <p>WHEREAS, the Commissioners' Court of said County has determined the need and advisability of employing experts skilled in the matter of analysis and appraisal of such properties to furnish information to the Board of Equalization for its use in inspecting, correcting, equalizing and approving the renditions of or assessments against such properties duly submitted to it by the Tax Assessor and Collector, as compared with valuations of all other properties rendered or assessed in said County; and</p> <p>WHEREAS, it is ascertained and determined that Thos. Y. Pickett and Company, Inc., of Dallas, Texas, are experts with many years experience in such matters and employ professional engineers, registered in this State, who have scientific and technical knowledge; and</p> <p>WHEREAS, it is found and determined to be to the advantage of the County that said County employ the services of Thos. Y. Pickett and Company, Inc., for said purposes;</p> <p>IT IS THEREFORE AGREED BY AND BETWEEN <u>Fort Bend</u> County, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and Thos. Y. Pickett &amp; Company, Inc., of Dallas, Dallas County, Texas, Party of the Second Part, as follows:</p> |   |                                |

1.

PARTY OF THE SECOND PART agrees and obligates itself to make such analysis and survey as of January 1, 1974 and January 1, 1975, respectively, which shall include all of the information which Second Party is able to procure pertaining to the character, quality and quantity, as well as the value of any and all oil, gas, minerals, public utilities, railroads, industrial and manufacturing properties within said County, so as to enable Party of the Second Part to prepare and file with the Board of Equalization, as hereinafter provided, a complete tabulation of technical data and appraised values pertaining to such properties as are duly rendered to or assessed by the Tax Assessor and Collector, for such Board's use in reviewing and equalizing the renditions of and assessments against such properties submitted to it by the Tax Assessor and Collector for said Board's approval, and for the further purpose of furnishing the testimony as hereinafter specified.

It is expressly agreed and understood that "OIL, MINERAL, UTILITY, INDUSTRIAL AND MANUFACTURING PROPERTIES", as such term is used herein, shall include:

All proven oil and gas leases and other developed mineral leases, wherever situated in said County, pipe lines, gas lines and systems, refineries, gasoline plants, carbon black plants, recycling plants, tanks and tank farms, tankage, storage oil, supply houses, drilling rigs and derricks, mineral mining equipment and facilities of all kinds, power and light plants, telephone and telegraph lines, railroads and other public utilities, and all property used in connection with oil and gas development, including transportation facilities, and all other industrial and manufacturing properties, the valuation of which requires skilled and technical knowledge.

2.

PARTY OF THE SECOND PART further agrees to compile all information procured during its investigation, analysis and survey, in such a manner as to facilitate and expedite the introduction of such expert testimony as requested by the Commissioners' Court, sitting as a Board of Equalization, based on such information and presented in concise and intelligent form.

3.

PARTY OF THE SECOND PART agrees to prepare, on the basis of the information thus procured for use as evidence in determining the taxable value

of such properties as herein defined, a tabulation of technical data and appraised values pertaining to any and all such properties duly rendered to or assessed by the Tax Assessor and Collector, for the use of said Board in reviewing and equalizing such renditions and assessments as submitted by the Tax Assessor and Collector for said Board's approval, as provided by Articles 7145, 7206, 7212, 7215 and 7216 of the Revised Civil Statutes of the State of Texas.

PARTY OF THE SECOND PART further agrees to make available, at stated sessions of the Board of Equalization, such qualified, competent, technical personnel as may be required and to furnish for the benefit of the Commissioners' Court, sitting as a Board of Equalization, such expert testimony as may be deemed advisable by said Board pertaining to the estimated valuation of all oil, gas, minerals, public utilities, railroads, industrial and manufacturing properties as of January 1, 1974 and January 1, 1975, respectively, as shown on tabulations herein provided to be prepared.

4.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Second Party, in performance of the obligations herein agreed to be performed by Second Party, Party of the First Part agrees and obligates itself to pay Second Party out of the General Funds of said County, as provided by Article 7212, R.S., a sum equal to Four Cents (4 ¢) on each One Hundred (\$100.00) Dollars valuation of oil, mineral, utility, industrial and manufacturing properties, as determined by the Board of Equalization, for the year 1974 and a sum equal to Four Cents (4 ¢) on each One Hundred (\$100.00) Dollars valuation of oil, mineral, utility, industrial and manufacturing properties, as determined by the Board of Equalization, for the year 1975, as full compensation for the services rendered Fort Bend County under the terms of this agreement.

5.

Recognizing that the cooperation of the parties hereto is of special importance in agreements of this character, the County, acting by and through its Commissioners' Court, as a further consideration, expressly agrees that it will use all of its lawful powers in carrying out the purposes of this agreement and particularly the powers of entry, subpoena, summons, etc.

6.

Payments in the form of warrants legally drawn against the General Funds of said County shall be made on this contract from time to time as the work progresses, as follows: Two Thousand Five Hundred (\$ 2,500.00 ) Dollars on the first day of January, February, March, April, May, and June, 1974, and the balance shall be paid upon the completion of the work, and after final action has been taken by the Commissioners' Court, sitting as a Board of Equalization in and for Fort Bend County, Texas, for the year 1974 ; Two Thousand Five Hundred (\$ 2,500.00 ) on the first day of January, February, March, April, May, and June, 1975, and the balance shall be paid upon the completion of the work, and after final action has been taken by the Commissioners' Court, sitting as a Board of Equalization in and for Fort Bend County, Texas for the year 1975 .

And the Commissioners' Court of Fort Bend County, Texas, does hereby order and direct the County Auditor, County Clerk and County Treasurer of said County, to make such payments at the time and in the sums and manner provided herein. All said warrants to be payable out of the receipts and anticipated receipts from taxes levied for General County purposes, and out of the receipts from other sources coming to the General County funds for the year 1974 and the year 1975, and to provide for the payment of said warrants, such an amount of money as is necessary for said purpose is hereby set aside and appropriated out of the monies in, or which shall come into, said General Funds for the year 1974 and the year 1975. And Party of the First Part hereby specifically contracts and obligates itself to provide for payments as detailed herein, and at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Party of the Second Part for work performed under this contract.

7.

The said Thos. Y. Pickett & Company, Inc., further agrees that in no way will the said Fort Bend County be obligated to Thos. Y. Pickett and Company, Inc., or their assistants, for salaries, expenses or materials except as above stated.

BY ORDER OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS.

WITNESS OUR HANDS IN DUPLICATE this 29 day of MAY, A.D., 1973.

PARTY OF THE FIRST PART  
COUNTY OF FORT BEND, TEXAS

By Josh Gates  
County Judge

John Parthe  
Commissioner Precinct No. 1

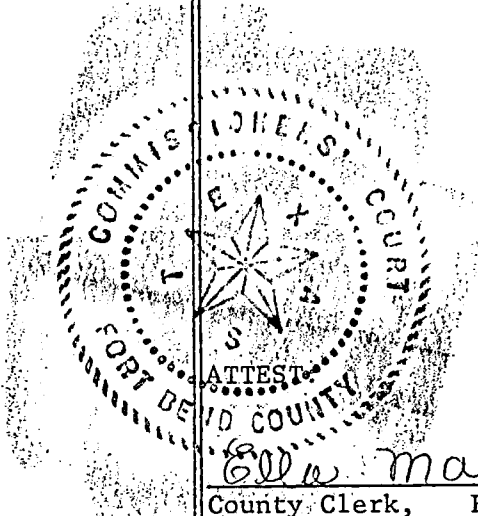
Paul R. Wenzel  
Commissioner Precinct No. 2

Jim Davis  
Commissioner Precinct No. 3

Ed Kichewy  
Commissioner Precinct No. 4

PARTY OF THE SECOND PART  
THOS. Y. PICKETT & COMPANY, INC.

By B.R. McMahon



Ellen Macek  
County Clerk, Fort Bend County, Texas

RE: ORDER TO SIGN CONTRACT TO BUILD BRANCH LIBRARIES IN FORT BEND COUNTY,  
STAFFORD AND NEEDVILLE, TEXAS:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the court directed County Judge, Josh Gates to sign the Contract with Lee Rowe Construction Company, Houston, Texas, to build Branch Libraries in Fort Bend County, Stafford and Needville, Texas, in the amount of \$288,468.00. The Contract recorded in full, as follows:

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction

### AGREEMENT

made this 25th day of MAY in the year of Nineteen  
Hundred and SEVENTY-THREE

### BETWEEN

THE COUNTY OF FORT BEND, TEXAS

the Owner, and

LEE ROWE CONSTRUCTION COMPANY  
1350 HUGE ROAD  
HOUSTON, TEXAS 77067

the Contractor.

The Owner and the Contractor agree as set forth below.

**ARTICLE 1****THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

**ARTICLE 2****THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for  
**"Fort Bend County Libraries, Stafford and Needville, Texas"**  
 Commission No. 5328 and 5329

*(Insert above the caption descriptive of the Work as used on other Contract Documents.)*

**ARTICLE 3****ARCHITECT**

The Architect for this Project is

Wyllie W. Vale, A.I.A. & Associate  
 517 West Gray  
 Houston, Texas 77019

**ARTICLE 4****TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced within ten (10) calendar days after award of Contract, and completed in 120 calendar days.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

**ARTICLE 5****CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

**Two-Hundred Eighty-Eight Thousand Four-Hundred Sixty-Eight and no/100 Dollars**  
**(\$ 288,468.00) Dollars**

*(State here the lump sum amount, unit prices, or both, as desired.)*

**Final Contract Sum  
 (including Material  
 and Labor)**

**\$ 288,468.00**

**ARTICLE 6****PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **10th** day of each month **ninety (90)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the **last** day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety (90)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(Here insert any provisions made for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

**ARTICLE 7****FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor **Thirty-one (31)** days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

**ARTICLE 8****MISCELLANEOUS PROVISIONS**

**8.1** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**8.2** The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

- A. The Proposal, dated May 21, 1973, consisting of 1 pages.
- B. Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A101 - Stipulated Sum - dated May 25, 1973.
- C. Specifications entitled: "Fort Bend County Libraries, Stafford and Needville, Texas", and Mechanical, Electrical and Plumbing Specifications, in 2 volumes.
- D. Drawings entitled: "Fort Bend County Libraries, Stafford and Needville, Texas":
  - 1. Architectural: (both buildings) A-1 revised, dated May 7, 1973. A-2 through A-6 dated April 25, 1973.
  - 2. Structural: (both buildings) S-1 dated April 25, 1973.
  - 3. Mechanical: (both buildings) MEP-1, M-1, E-1, E-2 and P-1, dated April 25, 1973.
- E. Addenda:
  - Addendum No. 1, dated May 8, 1973, consisting of one page.
  - Addendum No. 2, dated May 23, 1973, consisting of two pages.
- F. Alternates: No. 1 and No. 3 were accepted; No. 2 was not accepted.

A listing of the Section Titles and Page Numbers is attached hereto and made a part of this Contract.

5

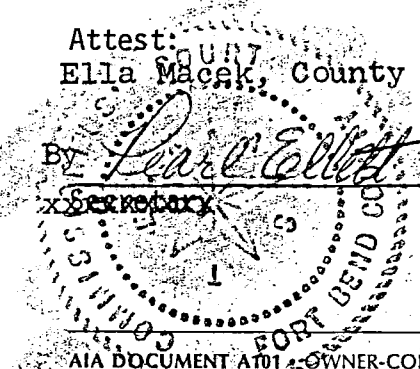
This Agreement executed the day and year first written above.

OWNER  
THE COUNTY OF FORT BEND, TEXAS

Josh Gates  
County Judge Josh Gates

Attest:  
Ella Maciak, County Clerk

By David Elliott Deputy  
x Secretary

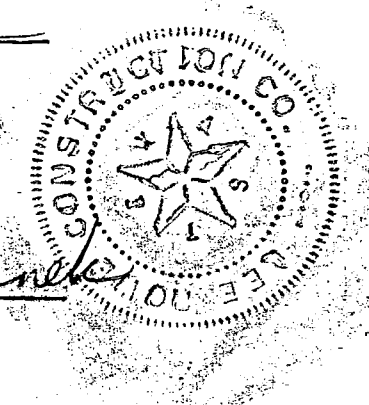


CONTRACTOR  
LEE ROWE CONSTRUCTION COMPANY

Robert L. Rowe  
President

Attest:

Leonard M. Kulhander  
Secretary



## FORT BEND COUNTY LIBRARIES

## TABLE OF CONTENTS

No. of Pages

BIDDING REQUIREMENTS

|                         |   |
|-------------------------|---|
| INVITATION TO BID       | 1 |
| INSTRUCTIONS TO BIDDERS | 3 |
| PROPOSAL FORM           | 2 |

CONTRACT FORMS

|  |   |
|--|---|
| USE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND<br>CONTRACTOR A-101, September 1967 Edition |   |
| BID BOND   | 2 |
| PERFORMANCE BOND   | 1 |
| PAYMENT BOND   | 1 |

GENERAL CONDITIONS Include AIA A201 Twelfth Edition  
April 1970

|                                  |    |
|----------------------------------|----|
| SUPPLEMENTARY GENERAL CONDITIONS | 10 |
|----------------------------------|----|

TECHNICAL DIVISIONS

## Section 1 - GENERAL REQUIREMENTS

|                          |   |
|--------------------------|---|
| A - Alternates           | 1 |
| B - Temporary Facilities | 4 |

## Section 2 - SITEWORK

|                    |   |
|--------------------|---|
| A - Earthwork      | 3 |
| B - Not used       | - |
| C - Not used       | - |
| D - Asphalt Paving | 2 |

## Section 3 - CONCRETE

|                                   |   |
|-----------------------------------|---|
| A - Cast-In-Place Concrete        | 5 |
| B - Insulating Fill               | 4 |
| C - Exposed Aggregate Wall Panels | 2 |

## Section 4 - MASONRY

|                              |   |
|------------------------------|---|
| A - Brick and Concrete Block | 7 |
|------------------------------|---|

## Section 5 - METALS

|                           |   |
|---------------------------|---|
| A - Not used              | - |
| B - Not used              | - |
| C - Miscellaneous Metals  | 4 |
| D - Steel Joists          | 1 |
| E - Permanent Metal Forms | 2 |
| F - Structural Steel      | 2 |

## Section 6 - CARPENTRY

|                                   |   |
|-----------------------------------|---|
| A - Not used                      | - |
| B - Laminated Plastic             | 2 |
| C - Rough Carpentry               | 3 |
| D - Finish Carpentry and Millwork | 5 |

## Section 7 - MOISTURE PROTECTION

|  |   |
|--|---|
| A - Roofing (Coal Tar Pitch)                 | 3 |
| B - Sheet Metal                              | 5 |
| C - Caulking and Sealing                     | 5 |
| D - Rigid Roof Insulation                    | 2 |
| E - Dampproofing, Waterproofing and Flashing | 2 |

No. of Pages

## Section 8 - DOORS, WINDOWS AND GLASS

|   |   |
|---|---|
| A - Not used                                  | - |
| B - Finish Hardware                           | 4 |
| C - Folding Fabric Doors                      | 1 |
| D - Glass, Glazing, Aluminum Doors and Panels | 4 |
| E - Hollow Metal Frames and Doors             | 2 |

## Section 9 - FINISHES

|                              |   |
|------------------------------|---|
| A - Not used                 | - |
| B - Painting and Finishing   | 7 |
| C - Glazed Coatings          | 2 |
| D - Resilient Flooring       | 2 |
| E - Exposed Aggregate Paving | 1 |
| F - Not used                 | - |
| G - Not used                 | - |
| H - Not used                 | - |
| I - Not used                 | - |
| J - Gypsum Drywall           | 2 |
| K - Acoustical Treatment     | 2 |
| L - Ceramic Tile             | 3 |

## Section 10- SPECIALTIES

|   |   |
|---|---|
| A - Plaque, Name, and Toilet Accessories  | 1 |
| B - Not used                              | - |
| C - Laminated Plastic Toilet Compartments | 1 |
| D - Not used                              | - |
| E - Not used                              | - |
| F - Kitchenette                           | 1 |
| G - Cast Concrete Flower Boxes            | 1 |
| H - Book Depository                       | 1 |

## Section 11- NOT USED

## Section 12- FURNISHINGS

|               |   |
|---------------|---|
| A - Not used  | - |
| B - Carpeting | 3 |

STATUTORY PERFORMANCE BOND PURSUANT TO ARTICLE 5160  
OF THE REVISED CIVIL STATUTES OF TEXAS AS  
AMENDED BY  
ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

LEE ROWE CONSTRUCTION CO.

(Hereinafter called the Principal(s), as Principal(s), and \_\_\_\_\_

AETNA INSURANCE COMPANY

(Hereinafter called the Surety) are

held and firmly bound unto THE COUNTY OF FORT BEND, TEXAS

\_\_\_\_\_ (Hereinafter called the Oblige), in the amount  
of TWO HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-EIGHT & no/100 DOLLARS

(\$ 288,468.00) for the payment whereof, the said Principal and  
Surety bind themselves, and their heirs, administrators, executors, suc-  
cessors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written  
contract with the Oblige, dated the 25th day of May, 1973,

to construction of Fort Bend County Libraries, Stafford and Needville, Texas

Commission No. 5328 and 5329

which contract is hereby referred to and made a part hereof as fully and  
to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if  
the said Principal shall faithfully perform the work in accordance with the  
plans, specifications and contract documents, then this obligation shall be  
void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the  
provisions of Article 5160 of the Revised Civil Statutes of Texas as  
amended by Acts of the 56th Legislature, Regular Session, 1959, and all  
liabilities on this bond shall be determined in accordance with the pro-  
visions of said article to the same extent as if it were copied at length  
herein.

IN WITNESS WHEREOF, the said Principal(s) and Surety have signed  
and sealed this instrument this 29th day of May, 1973.

LEE ROWE CONSTRUCTION CO.  
(PRINCIPAL)

By: Robert L. Rowe  
(PRINCIPAL) Robert L. Rowe, Pres.

AETNA INSURANCE COMPANY

BY: Richard M. Heidbrink  
Richard M. Heidbrink, Attorney-in-Fact

(HOUSTON-BOND 262 500 2-65)

L-247-A

STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160  
OF THE REVISED CIVIL STATUTES OF TEXAS AS  
AMENDED BY  
ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

LEE ROWE CONSTRUCTION CO.

1350 Hugh Road, Houston, Texas

(HEREINAFTER CALLED THE PRINCIPAL(S), AS PRINCIPAL(S), AND \_\_\_\_\_

AETNA INSURANCE COMPANY

(HEREINAFTER CALLED THE SURETY(S), AS SURETY(S), ARE HELD AND FIRMLY BOUND  
UNTO \_\_\_\_\_ THE COUNTY OF FORT BEND, TEXAS

(HEREINAFTER CALLED THE OBLIGEE), IN THE AMOUNT OF \_\_\_\_\_

TWO HUNDRED EIGHTY-EIGHT THOUSAND, FOUR HUNDRED SIXTY-EIGHT and NO/100 \_\_\_\_\_ DOLLARS

(\$ 288,468.00) FOR THE PAYMENT WHEREOF, THE SAID PRINCIPAL AND

SURETY BIND THEMSELVES, AND THEIR HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS  
AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, THE PRINCIPAL HAS ENTERED INTO A CERTAIN WRITTEN CONTRACT WITH  
THE OBLIGEE, DATED THE 25th DAY OF May 19 73, TO \_\_\_\_\_

construction of Fort Bend County Libraries, Stafford and Needville, Texas

Commission No. 5328 and 5329

WHICH CONTRACT IS HEREBY REFERRED TO AND MADE A PART HEREOF AS FULLY AND TO  
THE SAME EXTENT AS IF COPIED AT LENGTH HEREIN.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE  
SAID PRINCIPAL SHALL PAY ALL CLAIMANTS SUPPLYING LABOR AND MATERIAL TO HIM  
OR A SUBCONTRACTOR IN THE PROSECUTION OF THE WORK PROVIDED FOR IN SAID  
CONTRACT, THEN THIS OBLIGATION SHALL BE VOID; OTHERWISE TO REMAIN IN FULL  
FORCE AND EFFECT.

PROVIDED, HOWEVER, THAT HIS BOND IS EXECUTED PURSUANT TO THE PROVISIONS  
OF ARTICLE 5160 OF THE REVISED CIVIL STATUTES OF TEXAS AS AMENDED BY ACTS OF  
THE 56TH LEGISLATURE, REGULAR SESSION, 1959, AND ALL LIABILITIES ON THIS BOND  
TO ALL SUCH CLAIMANTS SHALL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS  
OF SAID ARTICLE TO THE SAME EXTENT AS IF IT WERE COPIED AT LENGTH HEREIN.

IN WITNESS WHEREOF, THE SAID PRINCIPAL(S) AND SURETY(S) HAVE SIGNED AND  
SEALED THIS INSTRUMENT THIS 29th DAY OF May 19 73.

LEE ROWE CONSTRUCTION CO.

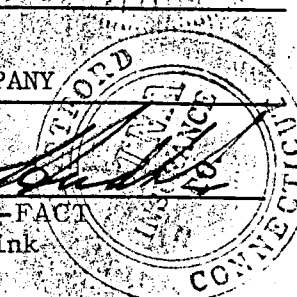
(PRINCIPAL)

By: *Robert L. Rowe*  
(PRINCIPAL) Robert L. Rowe, Pres.

(PRINCIPAL)

AETNA INSURANCE COMPANY  
CORPORATE SURETY

BY *Richard M. Heidbrink*  
ATTORNEY-IN-FACT  
Richard M. Heidbrink



**Aetna Insurance Company**

OF HARTFORD, CONNECTICUT

**POWER OF ATTORNEY**

Know all Men by these Presents, That AETNA INSURANCE COMPANY, a corporation created by and existing under the laws of the State of Connecticut, having its principal office in the City of Hartford, State of Connecticut, does hereby nominate, constitute and appoint

**Richard M. Heidbrink or Theodore W. Tracy or Roy S. Turkington of Houston, Texas**

its true and lawful attorney(s) in fact, with full power and authority hereby conferred to execute, and to affix thereto the seal of the corporation, as Surety, as its act and deed, subject to the limitations and conditions hereinafter set forth, bonds and undertakings as follows:

**Any and all bonds and undertakings of suretyship**

and to bind AETNA INSURANCE COMPANY thereby as fully and to the same extent as if such bond were signed by the duly authorized officers of AETNA INSURANCE COMPANY, and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

This power of attorney is granted under and by the authority of the following applicable paragraphs of ARTICLE II of the BYLAWS of the company:

The president or a vice president may execute fidelity and surety bonds and other bonds, contracts of indemnity, recognizances, stipulations, undertakings, receipts, releases, deeds, releases of mortgages, contracts, agreements, policies, notices of appearance, waivers of citation and consents to modifications of contracts as may be required in the ordinary course of business or by vote of the directors, and such execution may be attested where necessary or desirable and the seal of the company where necessary or desirable may be affixed to the specific instrument by a secretary or an assistant secretary.

The president or a vice president may with the concurrence of a secretary or an assistant secretary appoint and authorize an attorney-in-fact or any other person to execute on behalf of the company any such instruments and undertakings and to affix the seal of the company thereto where necessary or desirable.

The attorneys-in-fact under the preceding paragraphs of this article are authorized and empowered to certify to a copy of any of the bylaws of the company or any resolutions adopted by the directors or to the financial statement of the condition of the company and to affix the seal of the company thereto where necessary or desirable.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the AETNA INSURANCE COMPANY at a meeting duly called and held on the 11th day of February, 1966.

RESOLVED THAT, in the execution, attestation and sealing of any instrument or undertaking authorized by Article II of the Bylaws, the facsimile signatures of the officers and the facsimile seal of the Company affixed thereto shall be valid and binding upon the Company.

IN WITNESS WHEREOF, AETNA INSURANCE COMPANY has caused these presents to be signed by its President and its Secretary and its corporate seal to be hereunto affixed, attested by its Secretary, this 26th day of March, 1973.

AETNA INSURANCE COMPANY

Attest:

*J. J. Murphy*  
Secretary

*F. D. Watkins*  
President

*J. J. Murphy*  
Secretary

STATE OF CONNECTICUT

COUNTY OF HARTFORD



On this 26th day of March, 1973, before me, Olive E. Mackey, the undersigned officer, personally appeared F. D. WATKINS and J. J. MURPHY who acknowledged themselves to be the President and Secretary of AETNA INSURANCE COMPANY, a corporation, and that they, as such President and Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as President and Secretary, and that said Secretary affixed thereto the seal of the corporation and attested to the execution of the foregoing instrument.

In Witness Whereof I hereunto set my hand and seal.



*Olive E. Mackey*  
Notary Public

My commission expires April 1, 1977

**CERTIFICATE**

I, the undersigned, Secretary of the AETNA INSURANCE COMPANY, a Connecticut corporation, DO HEREBY CERTIFY that the above and foregoing Power of Attorney remains in full force and has not been revoked; and, furthermore, that the paragraphs of ARTICLE II of the BYLAWS of the corporation, and the Resolution of the Board of Directors, as set forth in the Power of Attorney, are now in force.

Signed and Sealed at Hartford, Connecticut, this 29th day of May, 1973.

#3892

Form 630-87 Ed. Feb. '73 PRINTED IN U.S.A.



*J. J. Murphy*  
Secretary

# HOUSTON CASUALTY AGENCY, INC.

HOUSTON, TEXAS 77027

## Certificate of Insurance

In the event of cancelation of the policies designated below, it is the intent of the Company to mail 10 days prior notice thereof to:

NAME AND ADDRESS OF CERTIFICATE HOLDER

THE COUNTY OF FORT BEND, TEXAS  
c/o County Judge Josh Gates  
Richmond, Texas

NOTE: This Certificate of Insurance neither affirmatively nor negatively amends, extends, nor alters the coverage afforded by the policy or policies numbered in this certificate.

NAME AND ADDRESS OF INSURED

LEE ROWE CONSTRUCTION COMPANY  
1350 Hugh Road  
Houston, Texas 77067

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER

| TYPE OF INSURANCE IS DESIGNATED BELOW   | COVERAGES  | LIMITS OF LIABILITY     |                       |                                      |
|---|--|-------------------------|-----------------------|--------------------------------------|
|   |  | EACH PERSON             | EACH OCCURRENCE       | AGGREGATE                            |
| I. <input checked="" type="checkbox"/> Comprehensive Automobile Liability   | Bodily Injury Liability  | \$ 100,000              | \$ 300,000            |                                      |
| <input type="checkbox"/> Schedule Automobile Liability  | Property Damage Liability  |                         | \$ 100,000            |                                      |
| <input type="checkbox"/> Protection Against Uninsured Motorists   | Uninsured Motorists  | \$                      | \$                    |                                      |
| II. <input checked="" type="checkbox"/> Comprehensive General Liability   | Bodily Injury Liability  | \$ 100,000              | \$ 300,000            | \$300,000                            |
| <input type="checkbox"/> Owners', Landlords' and Tenants' Liability   | Property Damage Liability  |                         | \$ 100,000            | \$100,000                            |
| <input checked="" type="checkbox"/> Contractual Liability   |  |                         |                       |                                      |
| <input type="checkbox"/> Manufacturers' and Contractors' Liability  | Bodily Injury and Property   |                         | \$                    | \$                                   |
| <input type="checkbox"/> Owner's and Contractor's Protective Liability  | Damage Liability Combined  |                         |                       |                                      |
| III. <input checked="" type="checkbox"/> BUILDERS RISK - ALL RISK - Owner and All Subcontractors - A.T.I.M.A. - Included as Named Insured |  |                         |                       | Job Specified Below:<br>\$288,468.00 |
| IV. <input checked="" type="checkbox"/> Workmen's Compensation Employers' Liability   | A. Statutory<br>B. Bodily Injury   | Statutory<br>\$ 100,000 | Locations:<br>† Texas |                                      |
| V. <input type="checkbox"/> Umbrella Excess Third Party Liability   | The Excess Insurer's Limit of Liability is (Complete one)<br>(a) \$ _____ in excess of a Retained Limit<br>(b) Up to \$ _____ in excess of a Retained Limit<br>and in excess of various underlying Insurer's Limits of Liability |                         |                       |                                      |

Job: Fort Bend County Libraries, Stafford & Needville - Commission No. 5328 & 5329

Complete below, by designating company and entering policy number and expiration date in the sections corresponding to the type of insurance indicated above.

|   |  |   |   |
|---|--|---|---|
| I. GA 3451<br>10-5-73<br>Highlands Underwriters | II. GA 3451<br>10-5-73<br>Highlands Underwriters | III. SP 13447<br>10-5-74<br>Highlands Insurance | Policy Number<br>Policy Expiration<br>Company |
| IV. C 3190<br>10-5-73<br>Highlands Underwriters | V.   | VI.   | Policy Number<br>Policy Expiration<br>Company |

5-29-73

DATE

AUTHORIZED REPRESENTATIVE  
HOUSTON CASUALTY AGENCY, INC.

RE: ORDER TO SIGN CONTRACT FOR FURNITURE FOR BRANCH LIBRARIES IN FORT BEND COUNTY, STAFFORD AND NEEDVILLE, TEXAS:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the court directed County Judge, Josh Gates to sign the Contract with Library Bureau Division of Remington Rand-Division of Sperry Remington Corporation, Houston, Texas, for furniture for Branch Libraries in Fort Bend County, Stafford and Needville, Texas, in the amount of \$37,300.00. The Contract recorded in full, as follows:

*furniture*

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
STIPULATED SUM

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction

### AGREEMENT

made this 25th day of MAY in the year of Nineteen  
Hundred and SEVENTY-THREE

### BETWEEN

THE COUNTY OF FORT BEND, TEXAS

the Owner, and

LIBRARY BUREAU DIVISION OF REMINGTON RAND  
DIVISION OF SPERRY REMINGTON CORPORATION  
P.O. BOX 66329  
HOUSTON, TEXAS 77006

the Contractor.

The Owner and the Contractor agree as set forth below.

**ARTICLE 1****THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

**ARTICLE 2****THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for

"Fort Bend County Libraries, Stafford and Needville, Texas"  
Commission No. 5328 and 5329

*(Insert above the caption descriptive of the Work as used on other Contract Documents.)*

**ARTICLE 3****ARCHITECT**

The Architect for this Project is

Wylie W. Vale, A.I.A. & Associate  
517 West Gray  
Houston, Texas 77019

**ARTICLE 4****TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced when ready

and completed by the time Building Construction is complete.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

**ARTICLE 5****CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

Thirty-Seven Thousand Three-Hundred and no/100 Dollars  
 (\$ 37,300.00) Dollars

*(State here the lump sum amount, unit prices, or both, as desired.)*

Final Contract Sum  
 (including Materials  
 and Labor)

\$ 37,300.00

5

**ARTICLE 6****PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the 10th day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the last day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(Here insert any provisions made for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

**ARTICLE 7****FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor **Thirty-one (31)** days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

**ARTICLE 8****MISCELLANEOUS PROVISIONS**

**8.1** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**8.2** The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

- A. The Proposal, dated May 21, 1973, consisting of 1 page.
- B. Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A101 - Stipulated Sum - dated May 25, 1973.
- C. Specifications entitled: "Library Equipment for the Fort Bend County Libraries, Stafford and Needville, Texas".
- D. Drawing entitled: "Library Furniture Plan", consisting of 1 sheet, dated May 2, 1973.

This Agreement executed the day and year first written above.

OWNER  
THE COUNTY OF FORT BEND, TEXAS

CONTRACTOR  
LIBRARY BUREAU DIVISION OF REMINGTON RAND  
DIVISION OF SPERRY REMINGTON CORPORATION

Josh Gates  
County Judge Josh Gates

Thomas R. Maloy, District Mgr.  
President / Authorized Agent

Attest:  
Ella Masek, County Clerk  
By Paul Elliott Deputy  
Secretary

Attest:  
S. G. Rae  
Secretary

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • SEPTEMBER 1967 EDITION • AIA®  
© 1967 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N. Y. AVE., N.W., WASH., D. C. 20006

There being no further business, the court adjourned at  
2:00 o'clock P.M.

Josh Gates  
COUNTY JUDGE

ATTEST:

Ella Masek  
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS     )  
COUNTY OF FORT BEND    )

BE IT REMEMBERED: That on the 11th day of June, A. D. 1973, the Commissioners Court of Fort Bend County, Texas met in Regular Session, with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka       | Commissioner Prect. #1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. #2 |
| J. M. Davis,         | Commissioner Prect. #3 |
| Ed. H. Helwig,       | Commissioner Prect. #4 |

when the following proceedings were had and the following orders were passed, to-wit:

-----  
RE: MINUTES APPROVED:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of June 4th, A. D. 1973, were approved.

-----  
RE: ACCEPT BID FOR 2 PICKUP TRUCKS FOR PRECINCT #4:

5

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the low bid of Dub Miller Ford of Rosenberg, Texas, for 2 Pickup Trucks for Precinct 4, in the amount of \$2619.93 each Truck.

-----  
RE: APPLICATION FOR AND PERMIT GRANTING PIPE LINE CROSSING TO UNITED GAS INC.:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the court accepted the Application and Permit of United Gas Inc. for pipeline crossing. The County Judge was authorized to sign the Permit. Application and Permit recorded as follows:

-----

237  
APPLICATION FOR AND PERMIT  
GRANTING PIPE LINE CROSSING.

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW United Gas Inc.

1108 Third Street, Rosenberg, Texas

acting herein by and through its duly authorized representative, and hereby petitions your Honorable Court for the right to lay a pipe line under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judges' office and the Drainage District Engineers' office of Fort Bend County.

Petitioner agrees to bury pipe line below grade and keep said pipe line in good condition at all times, and to case same in the places where required as indicated on the attached plats and that it will, at petitioners' expense, make changes in said pipe line and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioners and its Engineer in the construction, and to notify the County Commissioner in the Precinct, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job site for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of laying, maintenance or operation of said pipe line.

The undersigned officer of said Company has full authority to bind said Company hereto.

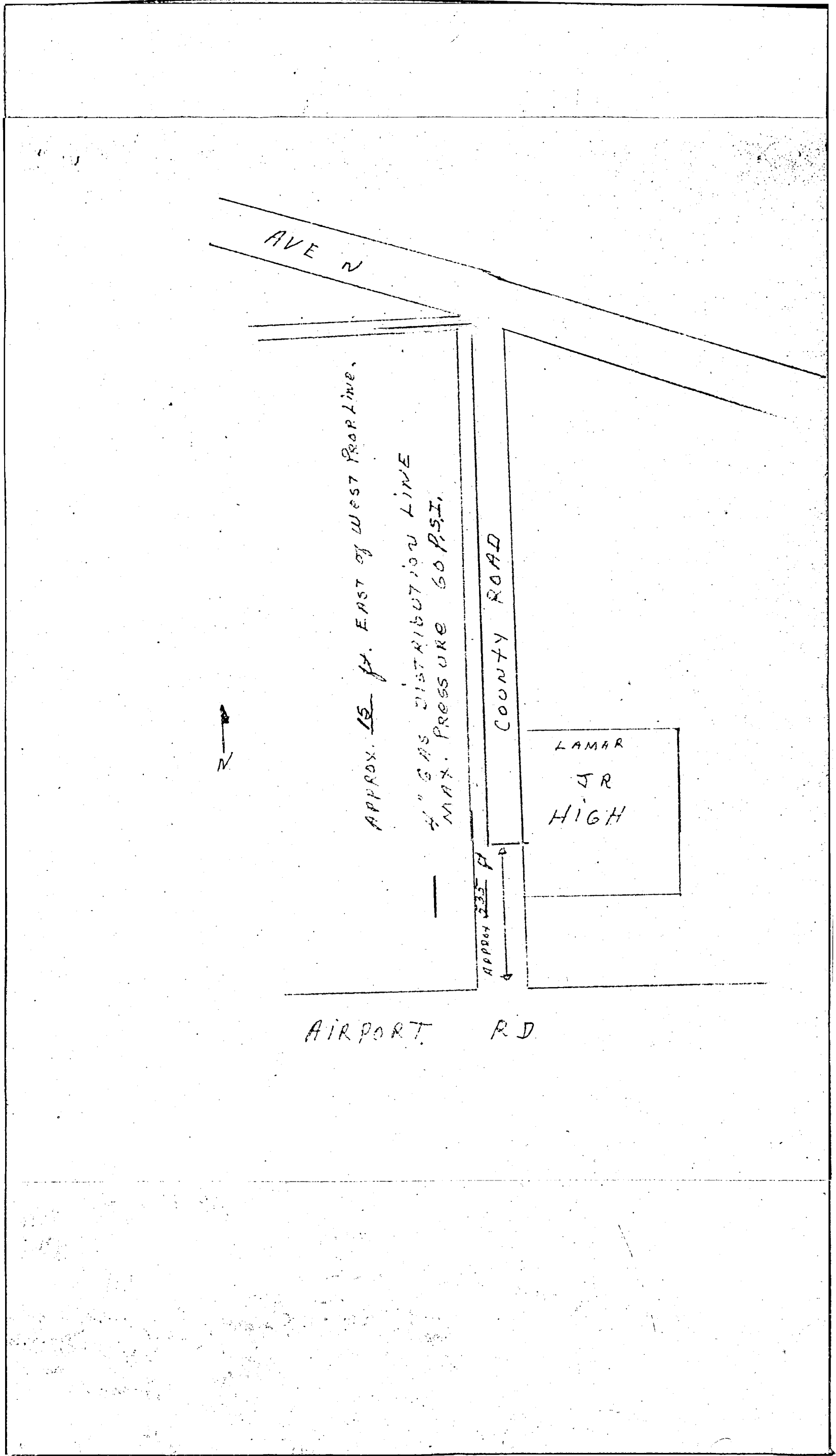
Executed in quadruplicate originals this 8th day of  
June 19 73.

United Gas Inc.

Attest: Secretary

J. E. Bean

5



## PERMIT

IN THE COMMISSIONERS' COURT ----- FORT BEND COUNTY, TEXAS

ON THIS THE 11th day of June, 1973, on motion duly made, seconded and passed by the Commissioners' Court of Fort Bend County, Texas, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (as far as the County is able to grant) permission, right, and privilege, to lay, maintain, repair, and operate a pipe line under and across certain roads, ditches, drainage canals, and highways as shown on the plats attached to said application on file in the County Judges' Office and the Drainage District Office; under the condition and agreements of petitioner, said pipe line is to be laid, operated, repaired, and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals, and highways, and to relocate or change at petitioner's risk and expense as directed by the Drainage District or Commissioners' Court, upon reasonable notice, and to save Fort Bend County, each of its Commissioners', and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

By: Josh Gates  
County Judge

The Court recessed until June 13th, 1973, at 10:00 o'clock A.M.

RE: BILLS APPROVED:

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in June 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, and approved.

-----  
There being no further business, the Court adjourned.

\_\_\_\_\_  
COUNTY JUDGE

ATTEST:

Ella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 18th day of June, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                     |                         |
|---------------------|-------------------------|
| Josh Gates,         | County Judge            |
| Johnnie Pustka      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr. | Commissioner Prect. # 2 |
| J. M. Davis,        | Commissioner Prect. # 3 |
| Ed. H. Helwig,      | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Regular Session of June 11th, A. D. 1973, were approved.

RE: ORDER AUTHORIZING COUNTY WIDE DRAINAGE STUDY

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized the Fort Bend County Drainage District and the Coastal Plains Soil Conservation Service to make a County wide drainage study.

RE: ADVERTISE FOR BIDS TO REPAIR COURTHOUSE ROOF

5

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized to advertise for bids to repair the entire Courthouse roof.

RE: AUTHORIZING HEALTH UNIT PART TIME HELP TO OPERATE FOGGING MACHINES

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court authorized the Health Unit to hire two part time employees to help in operating fogging machines and to be paid \$3.00 per hour for such work.

RE: REQUEST THAT SALARIES OF OFFICIAL COURT REPORTERS OF THE 23rd and 130th DISTRICT COURTS BE RAISED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court granted the raise of salaries of the official Court Reporters of the 23rd and 130th District Courts be set at \$319.28 each, monthly, effective July 1, 1973. Letter requesting pay raise is recorded as follows:

G. P. HARDY, JR.  
JUDGE 130TH DISTRICT COURT  
POST OFFICE BOX 828  
BAY CITY, TEXAS 77414

June 4, 1973

The Honorable County Judge  
and Commissioner's Court  
Fort Bend County Courthouse  
Richmond, Texas 77469

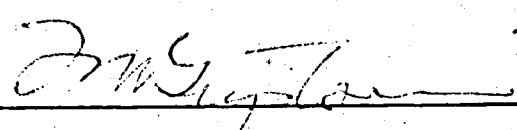
Gentlemen:

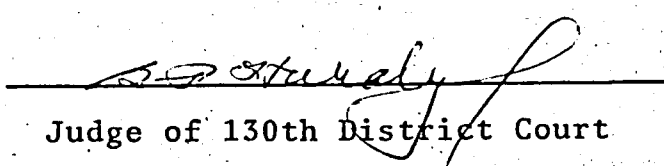
We respectfully request that the salaries of the official Court Reporters of the 23rd and 130th District Courts be each set monthly as follows:

Brazoria County - \$661.10  
Fort Bend County - \$319.28  
Matagorda County - \$170.36  
Wharton County - \$224.26

The case loads of each of the Courts is now such that our reporters do not have the time for deposition work they once had. Our reporters are now spending most of their time in Court. The requested salary raise is in line with pay received by many reporters. Our reporters do not receive a great volume of appellate work, as most of our cases are not appealed.

We feel that our reporters are highly trained and deserve your consideration.

  
Judge of 23rd District Court

  
Judge of 130th District Court

RE: RESOLUTION AND ORDER TO RELEASE BORROW PIT FROM THE STATE OF TEXAS TO THE OWNER

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Resolution and order to release (borrow pit) from the State of Texas to the private ownership. Resolution and Order recorded as follows:

THE STATE OF TEXAS     X     IN THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS,  
                              X     AT THE April - June     TERM, A. D., 1973  
 COUNTY OF FORT BEND     X

RESOLUTION AND ORDER

BE IT REMEMBERED, that on this 18th day of July, A.D., 1973, the Commissioners Court of Fort Bend County, convened in regular session, at a Special meeting of such Court in the County Courthouse in the City of Richmond, Texas, with the following members present: Josh Gates, County Judge; Johnny Pustka; Paul R. Wenzel; J. M. Davis, and Ed H. Helwig, Commissioners.

There came on for consideration before the Court the matter of the disposition of the surplus right of way (borrow pit) presently owned by the State of Texas, said property being described in the "EXHIBITS" hereto attached, and the following Resolution and Order were adopted and enacted by the Commissioners Court of Fort Bend County, Texas:

RESOLUTION

WHEREAS, the State of Texas by and through the District Engineer of District No. 12 of the Texas Highway Department has determined that the hereinabove described right of way is now surplus property, is no longer needed by the Texas Highway Department and has recommended that said surplus property be returned to private ownership and the public tax roll; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has also determined that said property is not needed for any purpose for Fort Bend County, Texas; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, fully concur with the said District Engineer that said property should be returned to private ownership and to the public tax rolls:

NOW, THEREFORE, BE IT RESOLVED that Fort Bend County, Texas, acting by and through its Commissioners Court unanimously concurs with the District Engineer of the Texas Highway Department that the hereinabove-described property should be returned to private ownership and to the public tax rolls; and

BE IT FURTHER RESOLVED, that the Fort Bend County, Texas, does not need any part or parcel of said property for any purpose; and

BE IT FURTHER RESOLVED, that the Commissioners Court of Fort Bend County, Texas, agrees and consents, that the District Engineer of District No. 12, of the Texas Highway Department or his duly authorized representative, may dispose of said property to whomever he desires and in such manner as he may elect.

ORDER

IT IS THEREFORE ORDERED by the Commissions Court of Fort Bend County, Texas, that the property described in said "EXHIBITS" be disposed of in accordance with the hereinabove Resolution.

The above Resolution and Order, having been read in its entirety, and upon motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, said Motion and Order being duly put and having carried by the following vote:

Voting "Aye": Commissioners Davis, Pustka, Helwig and Wenzel

Voting "No" : Commissioners \_\_\_\_\_

Done in open Court on this the 18th day of June, A.D. 1973.

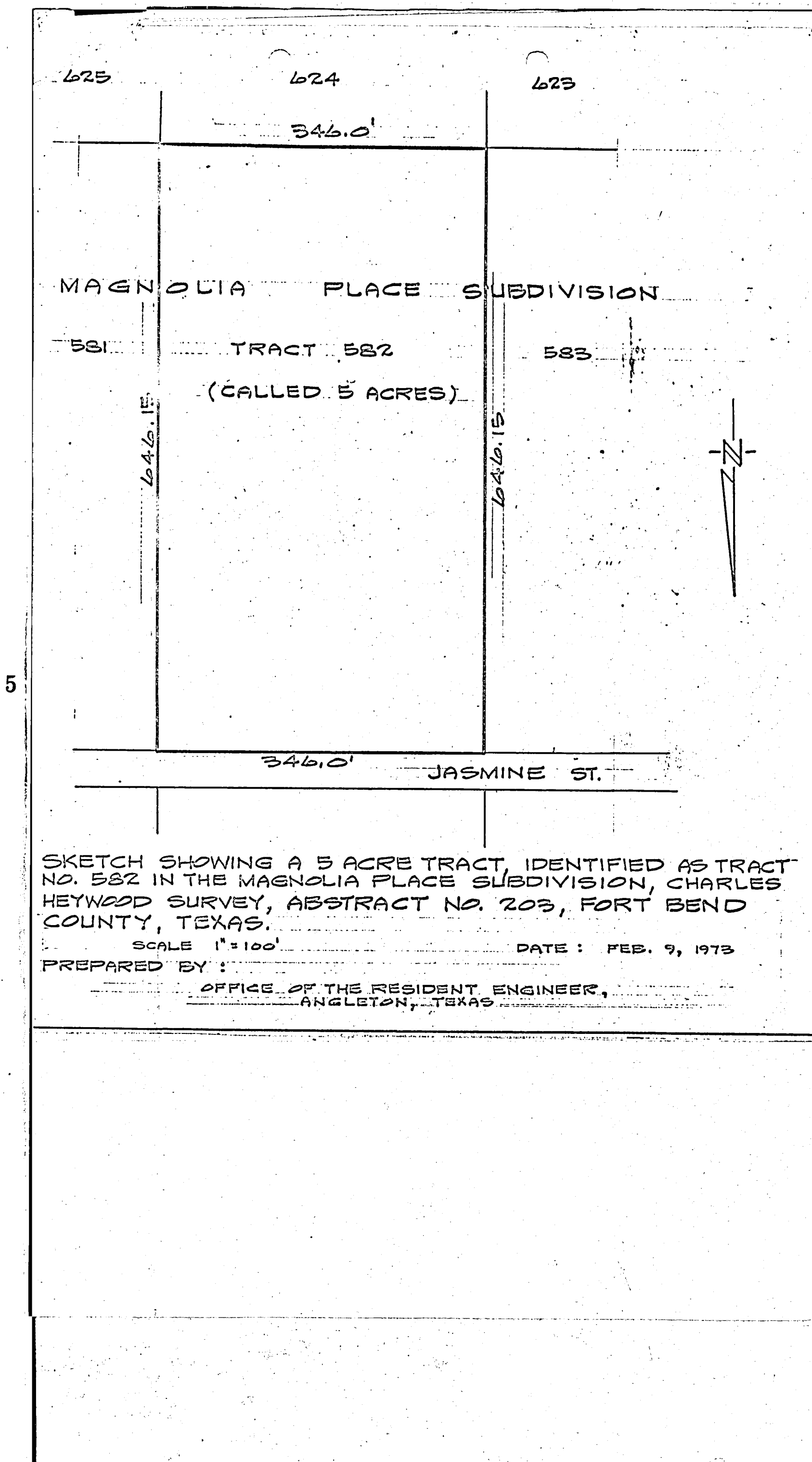
ATTEST:

Ella Macek  
 County Clerk, Fort Bend County, Texas  
 By Terrell Elliott Deputy

Josh Gates  
 Josh Gates  
 County Judge, Fort Bend County, Texas

FIELD NOTES FOR TRACT NO. 582, MAGNOLIA  
PLACE SUBDIVISION IN THE CHARLES HEYWOOD  
SURVEY, ABSTRACT NO. 203, FORT BEND COUNTY, TEXAS

Being all of Tract No. 582, Magnolia Place Subdivision recorded in Book 2, Page 6 of the Map or Plat records of Fort Bend County, Texas, said subdivision being in the Charles Heywood Survey, Abstract No. 203 and being the same land described in a deed from Mrs. Dorothy E. Sor Rells to the State of Texas, dated November 13, 1941 and recorded in Volume 201, Page 59 of the Deed Records of Fort Bend County, Texas, and containing 5 acres of land, more or less.



ALL DONE IN OPEN COURT on this the 18th day of June, 1973,  
whereupon at 1:30 o'clock P.M. on the said 18th day of  
June, A. D., 1973, the Court adjourned.

EXECUTED AND APPROVED this the

18th day of June, A.D. 1973.

ATTEST:

Ella Macek

County Clerk

By Pearl Elliott Deputy

Josh Gates  
County Judge

Co. Clerk

## COUNTY TREASURER'S BOND REPORT

JUNE, 1973

## FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1962

Outstanding 6-1-1973 - - - \$975.00

6 Interest Coupons No. 19 Off Bonds 42 thru 47

at \$81.25

\$ 487.50

6 Interest Coupons No. 21 Off Bonds 42 thru 47

at \$81.25

\$ 487.50

---

\$ 975.00

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

Outstanding 6-1-1973 - - - None

## FT. BEND COUNTY TIME WARRANTS, SER. 1969

Outstanding 6-1-1973 - - - None

## ROAD DISTRICT NO. 4 SER. 1940 BOND

Outstanding 6-1-1973 - - - \$50.00

2 Coupons No. 77 Off Bonds Nos. 166 &amp; 167

at \$25.00

\$ 50.00

## ROAD DISTRICT NO. 8 SER. 1927 BOND

Outstanding 6-1-1973 - - - \$110.00

4 Coupons No. 59 off Bonds 210-212-214-216

at \$27.50

\$ 110.00

## COUNTY TREASURER'S BOND STATEMENT

JUNE, 1973

NO CANCELLED COUPONS NOR BONDS RECEIVED DURING THE  
MONTH OF JUNE, 1973.

5

-----  
There being no further business, the Court Adjourned at 1:30 o'clock P.M.

ATTEST: Ella Masek  
COUNTY CLERK

Jack Bates  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 25th day of June, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                            |                         |
|----------------------------|-------------------------|
| Johnnie Pustka             | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr.        | Commissioner Prect. # 2 |
| J. M. Davis,<br>(Presided) | Commissioner Prect. # 3 |
| Ed. H. Helwig,             | Commissioner Prect. # 4 |

County Judge, Josh Gates was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Minutes of Special Session of June 18th, A. D. 1973, were approved.

RE: APPROVE REPLACEMENT OF THREE DEPUTIES FOR THE SHERIFFS DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the following replacements of Deputies for the Sheriff's Department:

Thomas Charles Tielke, Effective June 9, 1973, at a salary of \$660.00 per month.

James Reagan Simpson, effective July 1, 1973, at a salary of \$660.00 per month.

Charles Otis Daniel, effective June 28, 1973, at a salary of \$660.00 per month.

RE: APPROVAL OF ADDITIONAL TELEPHONE LINES FOR THE SHERIFFS DEPARTMENT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court granted the Sheriffs Department permission to install additional telephone lines.

RE: APPROVE PLAT OF BRIARGATE SECTION #4

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court approved the plat of Briargate Section #4, being a subdivision of 61.7566 acres out of the John Lafayette Survey, Abstract 280. First City National Bank of Houston for account of Blue Ridge Associates, Houston, Texas filed a letter of Irrevocable Credit No. 2580 in the amount of \$20,000.00 filed in the County Clerk's office.

RE: PERMISSION GRANTED TO SHERIFF'S DEPARTMENT TO MAKE STUDY TO MAKE STUDY TO IMPROVE COUNTY JAIL AND FACILITIES

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed the court granted permission to Sheriff's Department to make study to improve County Jail and facilities.

RE: APPROVE EXPENSES FOR THE OFFICE OF DOMESTIC RELATIONS COURT OF FORT BEND COUNTY FOR 1973

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed the Court approved the salaries and expenses for the office of Domestic Relations Court of Fort Bend County for 1973 effective June 25, 1973 and record the oath of Office of Domestic Relations Judge, Sidney J. Brown, as follows:

June 22, 1973

Commissioners Court of  
Fort Bend County, Texas  
Richmond, Texas 77469

Re: Office of Domestic Relations Court  
of Fort Bend County, Texas

Gentlemen:

I plan to take the oath of office as Judge of Domestic Relations Court of Fort Bend County, on or about the 22nd day of June, 1973, and anticipate the following expense will be incurred by the County until January 1, 1974, to-wit:

1. Salary to be paid out of the Revenue Sharing Fund in the amount of \$1,333.33 per month, for 6-1/4 months: -----\$ 8,333.33
2. Additional supplemental salary for serving on Juvenile Board, in the amount of \$175.00 per month, for 6-1/4 months: -----\$ 1,093.75
3. Secretarial help at a salary of \$500.00 per month, for 6-1/4 months: -----\$ 3,125.00
4. Office supplies for one filing cabinet and other supplies: -----\$ 200.00
5. Telephone expenses: -----\$ 200.00
6. Court reporter and interpreter when needed by Court, and Appointment of Attorneys for indigent defendants in criminal cases and for juveniles: -----\$ 300.00

I plan to furnish my own typewriter, two desks, and some law books for the present.

Respectfully submitted:

*Sidney J. Brown*  
Sidney J. Brown

SJB:iw

In the Domestic Relations Court  
of Fort Bend County, Texas.

OATH OF OFFICE

"I, Sidney J. Brown, do solemnly swear, that I will faithfully execute the duties of the office of Judge of Domestic Relations Court of Fort Bend County, of the State of Texas, and will to the best of my ability preserve, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear, that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God."

Sidney J. Brown  
Sidney J. Brown

Sworn to and Subscribed before me at Richmond, Texas,  
and Oath administered, this 22nd day of June, 1973.

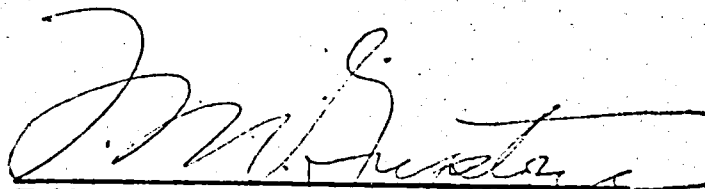
S. D. Hardy  
Judge 130th District Court

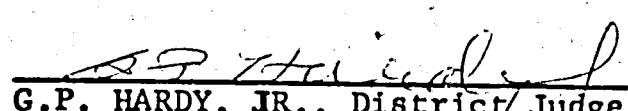
It is therefore ORDERED, ADJUDGED AND DECREED that this Oath be filed in the Minutes of Court of Domestic Relations of Fort Bend County in the District Clerk's Office of Fort Bend County, Texas; and also on Minutes of Commissioners Court of Fort Bend County, Texas; in County Clerk's Office of Fort Bend County, Texas.

Sidney J. Brown  
JUDGE OF DOMESTIC RELATIONS COURT  
OF FORT BEND COUNTY, TEXAS.

STATE OF TEXAS  
COUNTY OF FORT BEND  
I, ZORA DELL COLE, District Clerk, of  
Fort Bend County, Texas, do hereby certify that the foregoing  
is a true and correct copy of the original record now in  
my lawful custody and possession as appears of record in  
CDR Vol. 1, Page 107, Minutes of said  
court, on file in my office.  
Witness my official hand and seal of office at Richmond,  
Texas, this 25th day of June, 1973.  
ZORA DELL COLE  
District Clerk  
Fort Bend County, Texas  
By Suecia Brown Deputy

On this the 22nd. day of June, 1973, it is hereby ordered that all cases involving divorce, wife and child desertion, delinquent, neglected or dependent child proceedings, reciprocal support actions, juvenile proceedings and all other cases involving justiciable controversies and difficulties between parents or between them or one of them and their minor children now on file in the 23rd and 130th Judicial District Courts in Fort Bend County, Texas, whether disposed of or not are to be transferred to Fort Bend County Court of Domestic Relations.

  
T.M. GUPTON, District Judge  
23rd Judicial District Court

  
G.P. HARDY, JR., District Judge  
130th Judicial District Court

RE: PERMIT OF SOUTHWESTERN BELL TELEPHONE COMPANY-WESTBEND ROAD

On Motion of Commissioner Paul R. Wenzel, Jr., and seconded by Commissioner Ed. H. Helwig, and duly passed the Court approved the permit of proposed installation of buried cable and/or conduit for Southwestern Bell Telephone Company-Westbend Road, as follows:

NOTICE OF PROPOSED INSTALLATION OF  
BURIED CABLE AND /OR CONDUIT

TO THE HONORABLE COMMISSIONERS: COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

On this the 15 day of June, 1973, the undersigned Southwestern Bell Telephone Company, a corporation, does hereby notify you of its intention to use the hereinafter described public roads rights-of-way in Fort Bend County for the purposes of constructing, maintaining and repairing cables and/or conduits, as described below and as shown on the attached prints, for the distribution of Telephone Service to citizens generally living in the area traversed.

Install a buried telephone cable adjacent and parallel to the north right-of-way line of West Bend Road beginning at the east right-of-way line of a flood control easement and county line and continues westward to the northeast corner of Rockwell and West Bend Road, thence southward adjacent and parallel to the east right-of-way line of Rockwell Road 173 feet to entrance into private property. The resultant overall length will be 2,702 feet.

The undersigned agrees to bury said cable and/or conduit below grade and keep said buried cable and/or conduit in good condition at all times and that it will make changes in said cable and/or conduit and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or construction of public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

THE UNDERSIGNED FURTHER AGREES TO OBEY ALL RULES OF THE COUNTY COMMISSIONERS' AND ITS ENGINEER IN THE CONSTRUCTION OF SAID INSTALLATION AND SAVE THE COUNTY HARMLESS FROM ANY ACTION ARISING OUT OF THE LAYING, MAINTENANCE OR OPERATION OF SAID CABLE AND/OR CONDUIT.

THE UNDERSIGNED REPRESENTATIVE OF SAID COMPANY HAS FULL AUTHORITY TO BIND SAID COMPANY HERETO.

SOUTHWESTERN BELL TELEPHONE COMPANY

BY R. G. Patten  
DIVISION PLANT ENGINEER

Approved As To Form  
Legal Dept.  
South Texas Area

J. S. Gurney

## APPROVAL

IN THE COMMISSIONERS' COURT ——— FORT BEND COUNTY, TEXAS

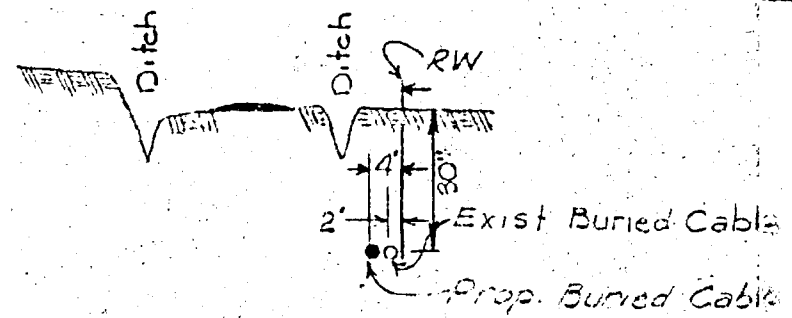
ON THIS THE 25th DAY OF June, 1973 ON MOTION DULY MADE,  
 SECONDED AND PASSED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS,  
 AND SPREAD ON ITS MINUTES, THE ABOVE REQUEST OF SOUTHWESTERN BELL TELEPHONE  
 COMPANY IS HEREBY APPROVED (SO FAR AS THE COUNTY IS ABLE TO DO SO) TO LAY,  
 MAINTAIN, REPAIR AND OPERATE A CABLE AND/OR CONDUIT UNDER AND ACROSS THE  
 CERTAIN ROADS, DITCHES, DRAINAGE CANALS AND HIGHWAYS AS SHOWN ON THE PLATS  
 ATTACHED TO SAID REQUEST ON FILE IN THE COUNTY JUDGE'S OFFICE; UPON THE  
 CONDITION AND AGREEMENTS OF SAID SOUTHWESTERN BELL TELEPHONE COMPANY, SAID  
 CABLE AND/OR CONDUIT IS TO BE LAID, OPERATED, REPAIRED AND MAINTAINED SO AS  
 NOT TO INTERFERE WITH DRAINAGE AND PROPER MAINTENANCE AND FREE AND UNDISTURBED  
 USE OF SAID ROADS, DITCHES, DRAINAGE CANALS AND HIGHWAYS, AND TO RELOCATE OR  
 CHANGE AT SOUTHWESTERN BELL TELEPHONE COMPANY'S RISK AND EXPENSE AS DIRECTED  
 BY THE COMMISSIONERS' COURT UPON REASONABLE NOTICE, AND TO SAVE THE COUNTY,  
 EACH OF ITS COMMISSIONERS AND THE DRAINAGE DISTRICT HARMLESS FROM ANY CAUSE OF  
 ACTION AFORESAID.

COMMISSIONERS' COURT  
 FORT BEND COUNTY, TEXAS

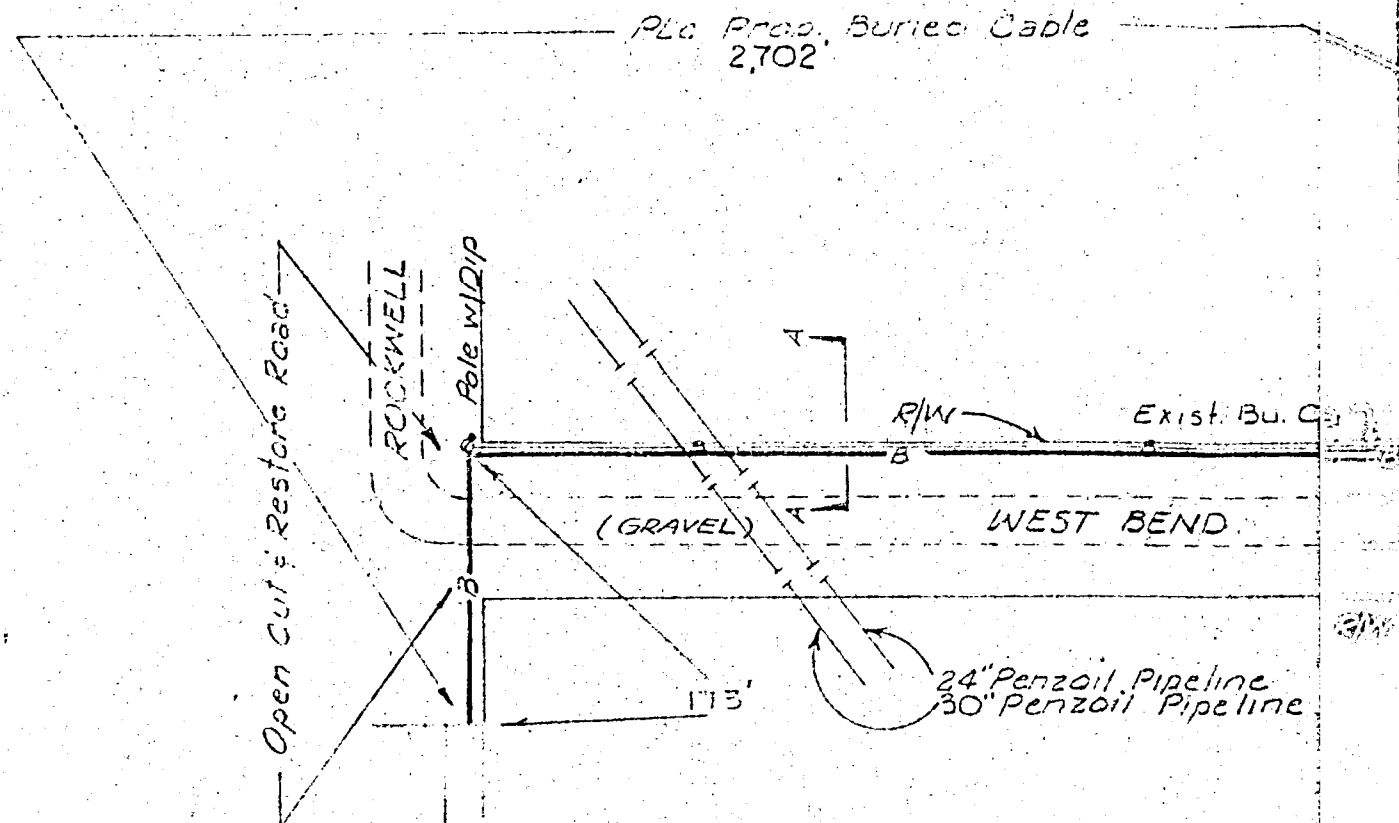
BY

Josh Gates  
 Josh Gates, County Judge

Approved As to Law  
 Legal Dept.  
 South Texas Area

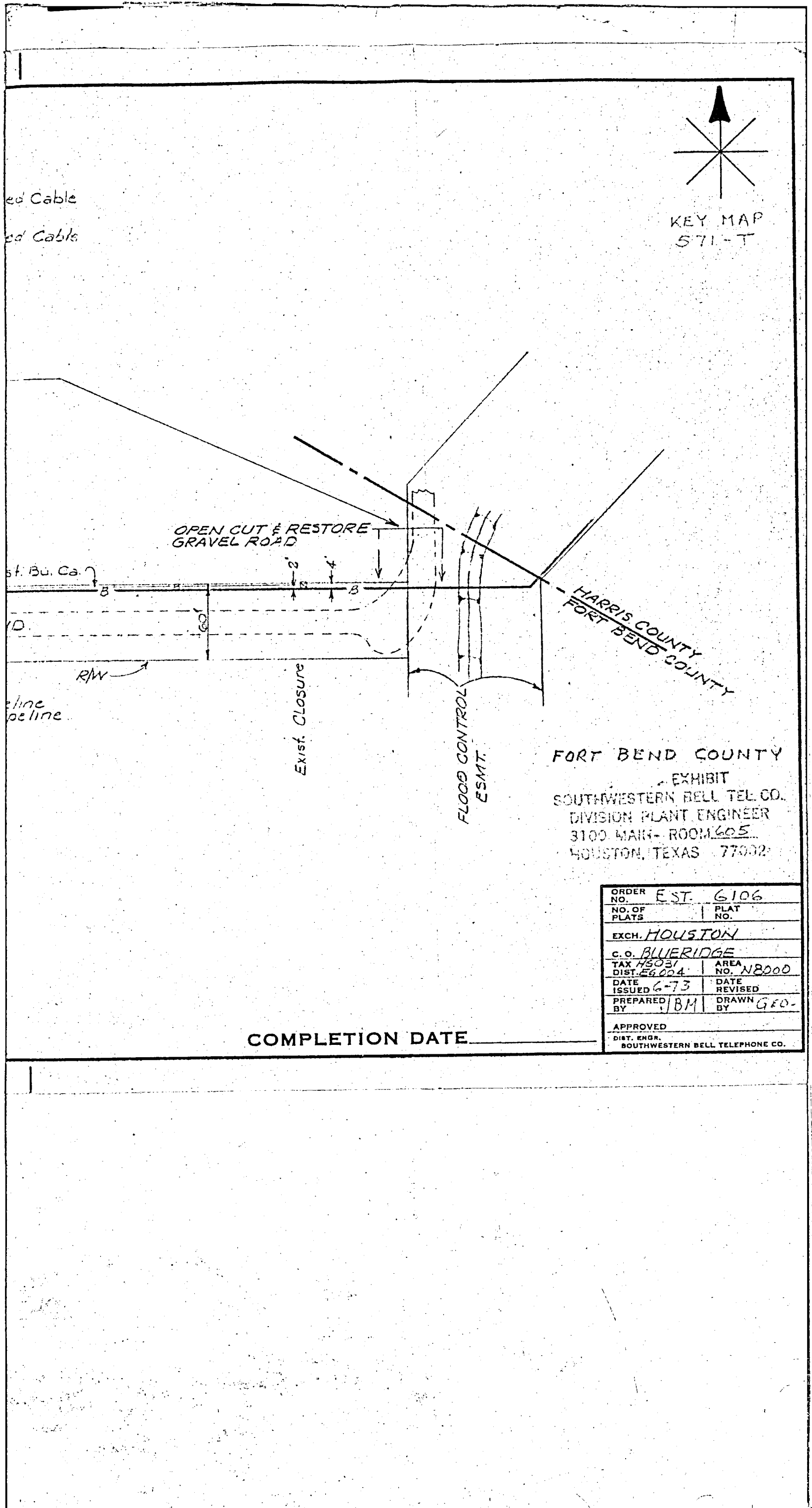


TYPICAL SECTION AA  
Scale: Hor 1"=40', Vert 1"=4'



5

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT.)
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT END OF EACH DAY.
3. DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.



5

COMPLETION DATE \_\_\_\_\_

|   |                |  |
|---|----------------|--|
| ORDER NO.                                   | EST. 6106      |  |
| NO. OF PLATS                                | PLAT NO.       |  |
| EXCH. HOUSTON                               |                |  |
| C.O. BLUERIDGE                              |                |  |
| TAX H5031                                   | AREA NO. N8000 |  |
| DIST. E6004                                 | DATE           |  |
| DATE ISSUED 6-73                            | DATE REVISED   |  |
| PREPARED BY BM                              | DRAWN BY GED-  |  |
| APPROVED                                    |                |  |
| DIST. ENGR. SOUTHWESTERN BELL TELEPHONE CO. |                |  |

RE: APPROVE AGREEMENT WITH HOUSTON-GALVESTON REGIONAL TRANSPORTATION STUDY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed the Court authorized the County Judge, Josh Gates to sign the Agreement with Houston-Galveston Regional Transportation Study, as follows:

Texas Highway Department  
Form 510-A

65115-161-1m in quint.

### MINUTE ORDER

Misc. County

Page 1 of 3 Pages

District No. Misc.

WHEREAS, the Federal Aid Highway Act of 1962 required a continuing, comprehensive transportation planning process carried on cooperatively by the State and the local communities for each urban area of more than 50,000 population in order to qualify highway projects in such areas for Federal Aid; and,

WHEREAS, in Texas the transportation study process for each such urban area has been established by an agreement between the local governments and the State for the purpose of developing a suitable transportation plan for each area with each agreement setting out the composition of an Advisory Committee for an urban study and a Coordinating Committee for a regional study to guide the study process; and,

WHEREAS, the operation of the various studies and of the individual committees has generally been entirely satisfactory to the Department and cooperation has been good; however, it is considered desirable for the top committee guiding transportation planning in each area to be composed of locally elected officials and that State and Federal elected officials be included to the extent practical;

## MINUTE ORDER

Misc. County

Page 2 of 3 Pages

District No. Misc.

NOW, THEREFORE, it is hereby ordered that all urban transportation studies in Texas be reorganized in accordance with the guidelines set out below:

1. A new agreement will be negotiated for each study with the parties to the agreement generally being the same as those to the present agreement. This new agreement will set out the revised organization for the study.
2. The top level (umbrella) committee for each study, whether for an urban area or an urban region, shall be known as the Policy Advisory Committee and shall be composed of elected officials. Its membership shall include an elected official of each city party to the agreement and an elected official of each county party to the agreement. In addition, every other incorporated city within the study area shall be invited to name an elected official to serve as a committee member. All state senators and state representatives whose areas include the study area and the U. S. congressmen serving the study area shall be invited to be on the committee.

The main functions of each new Policy Advisory Committee shall be to provide general policy guidance to the transportation planning process, to review and recommend a

Texas Highway Department  
Form 330-II

Misc. County

District No. Misc.

## MINUTE ORDER

Page 3 of 3 Pages

plan and promote its implementation. This committee will meet infrequently as necessary to perform its functions and hold a public meeting to discuss the status of planning at least once a year.

3. A steering committee composed principally of elected local officials or their appointed representatives will be formed. The voting members of this committee shall be representatives of the local governments party to the agreement, elected State officials as appropriate, and representatives of the Highway Department including those for the District Engineers and Engineer-Manager, as applicable for the particular area, and the Chief Engineer of Highway Design. The Regional Planning Agency and the Division Engineer of the FHWA shall each be represented by a non-voting member. The makeup of this committee shall be a matter of negotiation between the parties to the agreement for the urban transportation planning process and shall be held to a reasonable number, not to exceed twenty-one voting members. The main function of this committee shall be to provide routine guidance to the planning process, to ensure proper coordination between transportation modes and between subareas.

Further, the State Highway Engineer is directed to issue such instructions and additional guidelines as necessary to assure reorganization of the various transportation studies in as uniform a manner as is practical for the proper operation of the individual studies.

5

Submitted by:

R. L. Lewis

(Title) Chief Engineer of Highway Design

Examined and recommended by:

B. L. DeBerry

Assistant State Highway Engineer

Approved

State Highway Engineer

Approved:

Commissioner

Commissioner

Commissioner

Minute Number

66719

Date Passed

NOV 3 72

Note: This form is to be submitted in quintuplicate.

94683-1262-2m in quint

## AGREEMENT

STATE OF TEXAS |

COUNTY OF TRAVIS |

THIS AGREEMENT made this 25th day of June, A. D., 1973,  
 by and between the State of Texas, acting by and through its Highway  
 Engineer, Party of the First Part, hereinafter referred to as the State,  
 and the Cities of Baytown, Galveston, Houston, Pasadena and Texas City,  
 hereinafter referred to as the Cities, and the Counties of Brazoria,  
 Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery and Waller,  
 hereinafter referred to as the Counties, Parties of the Second Part:

## WITNESSETH

WHEREAS, the above mentioned agencies on November 20, 1970, did  
 agree to participate in a continuing, comprehensive, cooperative trans-  
 portation planning process for the Houston-Galveston Regional Transporta-  
 tion Study Area as provided in the Federal-Aid Highway Act of 1962; and,

WHEREAS, the intensive study area of the Houston-Galveston Regional  
 Transportation Study is defined as encompassing the Houston Urbanized  
 Area and Galveston and Harris Counties, and the Regional Study Area which  
 also includes the Counties of Brazoria, Chambers, Fort Bend, Liberty,  
 Montgomery and Waller as delineated on the map marked Exhibit "A" attached  
 hereto and made a part hereof; and,

WHEREAS, it is the desire of the parties hereto that the Study  
 organization be revised to provide a top committee for guiding the Study  
 to be composed of all elected officials;

NOW, THEREFORE, it is hereby agreed that the aforementioned agreement  
 of November 20, 1970, shall be considered null and void and said document  
 shall be replaced in its entirety by this agreement with the organization  
 and responsibilities as set out in the following paragraphs:

## I. Organization

A. A Policy Advisory Committee will furnish general policy guidance and direction for the continuing transportation study. This Committee will consist of the county judge from each of the counties and the mayor from each of the cities in the Regional Study Area. All State Senators and State Representatives whose areas include the Houston-Galveston Regional Study Area and the U. S. Congressmen serving the Regional Study Area shall be invited to serve as Committee members.

The functions of this Committee shall be as follows:

1. Provide general policy guidance for the transportation planning process.
2. Review annually the transportation plan (revised as necessary) and recommend its adoption and implementation by local governments and agencies.
3. Take appropriate action on the recommendations of the Steering Committee including those relative to certification and recertification action for the study.
4. Meet at intervals as necessary to perform its functions.
5. Hold a public meeting to discuss the status of planning at least once a year.

B. A Steering Committee composed principally of elected city and county officials or their designated representatives shall be formed. The voting members of this Committee shall be limited to twenty-one members and shall be composed of representatives of the cities

and counties which are parties to this agreement, and representatives of the Texas Highway Department including those for the District Engineers from Districts 12 and 20, the Engineer Manager of the Houston Urban Office and the Chief Engineer of Highway Design. The voting membership shall be as indicated in the following table:

#### VOTING MEMBERSHIP

|                          |   |
|--------------------------|---|
| City of Baytown          | 1 |
| City of Galveston        | 1 |
| City of Houston          | 4 |
| City of Pasadena         | 1 |
| City of Texas City       | 1 |
| County of Brazoria       | 1 |
| County of Chambers       | 1 |
| County of Fort Bend      | 1 |
| County of Galveston      | 1 |
| County of Harris         | 2 |
| County of Liberty        | 1 |
| County of Montgomery     | 1 |
| County of Waller         | 1 |
| Texas Highway Department | 4 |

The Study Director may be a non-voting member of this Committee. The Houston-Galveston Area Council of Governments may also be represented by a non-voting member. The Federal Highway Administration, the Urban Mass Transit Administration, the Federal Aviation Administration and the Federal Railroad Administration may also be represented by non-voting members of this Committee.

The functions of this Committee shall be as follows:

1. Provide routine guidance to the planning process.
2. Examine the adequacy of the continuing planning process at appropriate intervals and review and approve an annual progress report to be prepared by the office of the Study Director.
3. Recommend to the Policy Advisory Committee any revisions to the Plan found necessary.
4. Determine if the current transportation data are in accord with previous projections and recommendations or if there are discrepancies of a nature that would require significant changes in the Plan. A complete review and, if necessary, revision of all elements of the Plan shall be made at approximately five year intervals.
5. Review this agreement annually and determine if it should be supplemented or renegotiated and recommend action to the Policy Advisory Committee.
6. Review the operation plan annually and recommend revisions if necessary.
7. Designate such technical committees or task forces as found necessary to carry out the planning process.

II. The study elements involved in the initial phases of the Houston-Harris County Transportation Study and the Galveston County Transportation Study and presented in the published

Volumes II and III for each study shall continue to provide the basic data for the continuing planning process along with data being gathered in accordance with the November 20, 1970, agreement and shall be maintained current or updated as necessary. Forecasts shall be reevaluated as necessary and at approximate five year intervals with new forecasts made for the succeeding five and twenty year periods.

III. The primary responsibility for maintaining current or updating the basic study elements shall be vested in the agency whose routine operations normally involve maintenance of records relative to the study elements and as indicated below, except as responsibilities may be modified by agreement of the parties:

|  |                                |
|--|--------------------------------|
| A. Economic Factors, Population and Employment | Cities and Counties with H-GAC |
| B. Land Use                                    | Cities and Counties with H-GAC |
| C. Existing Street and Highway Use             | State, Counties and Cities     |
| D. Accidents                                   | Cities and State               |
| E. Public Transit                              | Cities with H-GAC              |
| F. Parking                                     | Cities                         |
| G. Terminal and Transfer Facilities            | Cities                         |
| H. Traffic Engineering Features                | Cities, Counties and State     |
| I. Community Controls                          | Cities and Counties with H-GAC |
| J. Community Value Factors                     | Cities and Counties with H-GAC |
| K. Capacity                                    | Cities, Counties and State     |
| L. Travel Time                                 | State and Cities               |
| M. Traffic Volumes                             | Cities, Counties and State     |

- |                        |                               |
|------------------------|-------------------------------|
| N. Travel Patterns     | State                         |
| O. Financial Resources | Cities, Counties<br>and State |

The Houston-Galveston Regional Transportation Study has worked with the Houston-Galveston Area Council of Governments in development of a Unified Work Program for various transportation planning studies in the area and will continue to cooperate in developing and updating such future programs as necessary. The Unified Work Program is expected to be updated annually and may be the basis of modifying the responsibilities listed above by mutual agreement to fit the current needs and capabilities of the agencies involved. This program should provide for development of data to be used mutually by this Study as well as other transportation studies in this area.

5 IV. A Study Director will be assigned by the State to work in close cooperation with the cities and counties. His principal duties will be as follows:

- A. Arrange for meetings of the Policy Advisory Committee when appropriate and at least once a year.
- B. Arrange for meetings of the Steering Committee as necessary.
- C. Maintain liaison and act in an advisory capacity to both committees.
- D. Coordinate the continuing planning process with the cities and counties and maintain liaison between the cities, counties and the State.
- E. Make available to participating agencies all projected traffic and other data relative to the Regional Study Area.

- F. Recommend to the Policy Advisory Committee and/or the Steering Committee special studies, revision of the Transportation Plan, or renegotiation of this agreement when considered appropriate.
  - G. Maintain file of annual summaries of all study elements involved in the continuing planning process and prepare an annual progress report to reflect general development and plan implementation within the area.
  - H. Arrange for additional or modified traffic assignments and assist in the procurement of additional data for zonal traffic forecasts.
  - I. Maintain current record of expenditures by the State and the Federal Highway Administration for transportation facilities within the Regional Study Area.
- V. An Operations Plan shall be prepared by the parties hereto that will outline the conduct of this continuing Study, the assignment of responsibilities and the methods to be used in the surveillance and reappraisal of the various elements.
- VI. The expense involved in the continuing planning process, data gathering, review, and updating the various study elements will be assumed by the participating agency assigned responsibility as listed in this agreement.
- VII. This agreement may be supplemented or renegotiated as necessary to meet changing conditions and as recommended by the Policy Advisory Committee.
- VIII. By mutual agreement, the parties hereto may terminate this agreement.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the dates indicated.

Party of the First Part  
STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By: \_\_\_\_\_  
State Highway Engineer  
under authority of  
Commission Minute 67022

Date: \_\_\_\_\_

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
District Engineer - District 12

\_\_\_\_\_  
District Engineer - District 20

\_\_\_\_\_  
Engineer-Manager  
Houston Urban Office

\_\_\_\_\_  
Engineer of Urban Planning

\_\_\_\_\_  
Chief Engineer of Highway Design

\_\_\_\_\_  
Director of Planning Survey

\_\_\_\_\_  
Assistant State Highway Engineer

Parties of the Second Part (Cont'd)  
COUNTY OF FORT BEND

By: Josh Gator  
County Judge

Date: March 28, 1973

ATTEST:

ELLA MACIK

County Clerk

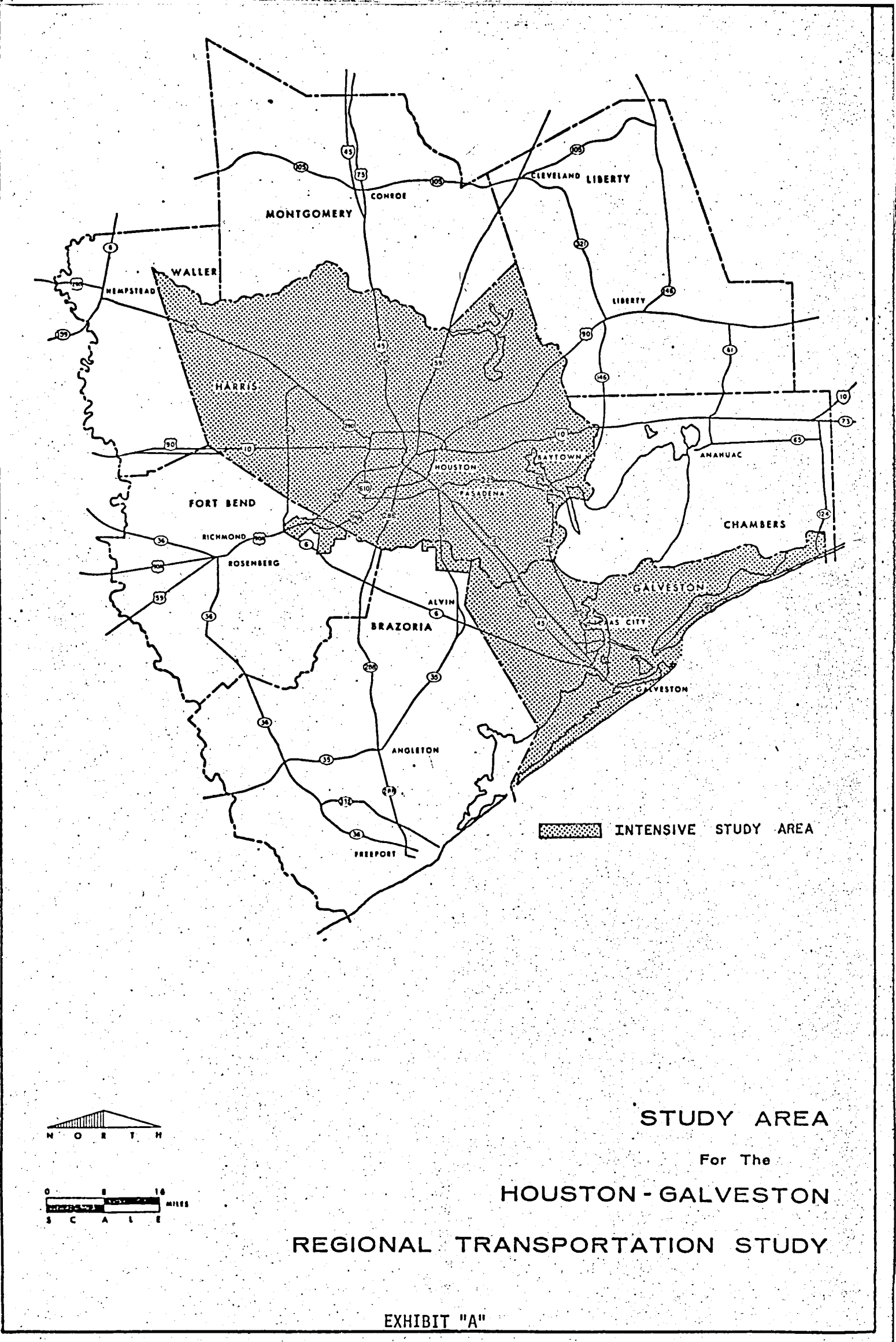
By Pearl Elliott, Deputy

APPROVED AS TO FORM:

C. A. Dickerson

County Attorney

5



There being no further business the Court adjourned at 2:40 o'clock P.M.

Jose Gato  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 2nd day of July, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Johnnie Pustka       | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of June 25, 1973 were approved.

RE: EMPLOYMENT OF FORT BEND COUNTY LIBRARIAN

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the employment of Mrs. Barbara Collier, as the Fort Bend County Librarian, effective July 1, 1973, at a salary of \$770.00. She has the full authority to run the Library and the authority to hire and fire.

-----  
There being no further business the Court adjourned at 1:40 o'clock P.M.

5

ATTEST: Ellen Macchi  
COUNTY CLERK

Josh Gates  
County Judge

REGULAR SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 9th day of July, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session, with the following present:

|                            |                         |
|----------------------------|-------------------------|
| Johnnie Pustka,            | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr.,       | Commissioner Prect. # 2 |
| J. M. Davis,<br>(Presided) | Commissioner Prect. # 3 |
| Ed. H. Helwig,             | Commissioner Prect. # 4 |

County Judge Josh Gates, was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of July 2, 1973, were approved.

RE: BILLS APPROVED

5 All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in June, 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, and approved.

RE: EMPLOYMENT OF DEPUTY FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized R. L. "Tiny" Gaston, Sheriff to employ Jackie William Bukowski, Deputy to fill a vacancy in the Sheriff's Department, effective July 7, 1973, at a salary of \$660.00 per month.

RE: ACCEPT LOW BID OF RAY'S PAINT & BODY SHOP TO REPAIR PATROL CAR FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the low bid of Ray's Paint & Body Shop of Stafford, Texas, to repair a Patrol Car for the Sheriff's Department, in the amount of \$874.59.

RE: RADIO FOR GAME WARDEN FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed the Court authorized the Sheriff, R. L. "Tiny" Gaston to rent a Radio for the Game Warden.

RE: ACCEPT GRANT APPLICATION FOR FORT BEND COUNTY MAJOR CRIME TASK FORCE

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court accepted the Application of Fort Bend County Major Crime Task Force Grant and have given the County Judge, Josh Gates authority to sign application.

AGREEMENT

That whereas Fort Bend County hereinafter referred to as Grantee has heretofore submitted a grant application containing standard grant conditions to the Criminal Justice Council, State of Texas, entitled Fort Bend County Major Crime Task Force and further identified by grant number AC-3-D5-1745 and;

Whereas, the Governor of the State of Texas has approved the grant application as evidenced by the Statement of Grant Award from the Criminal Justice Council dated JUN 29 1973 which contains certain special requirements in addition to the standard grant conditions and;

Whereas, the Grantee desires to accept the grant award which embraces the standard grant conditions and special requirements as evidenced by the Statement of Grant Award.

Now, therefore, Grantee in consideration of the making of this grant accepts the aforementioned Statement of Grant Award, the standard grant conditions, and special requirements and further shall timely comply with all standard grant conditions and special requirements in the grant application and Statement of Grant Award as evidenced by this agreement executed by the official authorized to sign the original grant application as presiding officer of and on behalf of the governing body of this grantee.

July 9, 1973  
Date

Josh Gabe  
Authorized Official

## TEXAS CRIMINAL JUSTICE COUNCIL



## STATEMENT OF GRANT AWARD

Pursuant to authority of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and in response to your grant application dated May 21, 1973, the Governor of the State of Texas has approved the grant described below.

|   |  |
|---|--|
| Grantee Organization  | Project Title                                  |
| <u>Fort Bend County</u>   | <u>Fort Bend County Major Crime Task Force</u> |
| Grant Number  | Project Director                               |
| <u>AC-3-D5-1745</u>   | <u>Lt. Robert Nelson Ross</u>                  |
| Grant Period Dates  | Checks Payable to                              |
| <u>May 1, 1973 to April 30, 1974</u>                                  | <u>Fort Bend County</u>                        |
| Amount of CJC Award   | Grantee Contribution                           |
| State \$ <u>5,294</u> Federal \$ <u>39,706</u> Total \$ <u>45,000</u> | \$ <u>47,474</u>                               |

The budget contained on page 2 of the application is the approved budget for this grant.

Payment Procedures

Normal request procedures, Monthly basis.

Special payment schedule as follows, \_\_\_\_\_

## Future Support

No commitment beyond April 30, 1974

Support recommended through \_\_\_\_\_ based on continuation of application and subject to appropriation of funds and satisfactory grantee progress.

This grant is subject to CJC grant conditions and rules for administration of grants.

This grant is subject to and conditioned upon acceptance of special conditions (below):

1. With first request for funds under this grant award the grantee must provide the CJC with detailed information as to the proposed contract for evaluation and method of selection of contractor.
2. Special conditions attached:
  - a) Equipment and other capital expenditures
  - b) Confidential expenditures
  - c) Procurement procedures

Date

JUN 29 1973

*Mack Wallace*  
Executive Director, Texas Criminal Justice  
Council of the Office of the Governor

Mack Wallace

SPECIAL CONDITION

## Equipment and Other Capital Expenditures

Funds of this award will not be requested until grantee has certified in writing to the CJC that:

- a) No other equipment owned by the grantee is available for the project.
- b) Grant funds will not be used to provide reimbursement for the purchase price of equipment already owned by grantee except through permissible depreciation or use allowance actually charged to the grantee.
- c) If equipment is used for purposes other than project, the appropriate proration of cost to each activity involved must be effected.
- d) Allowability of the cost of equipment purchased with CJC funds will be reduced to the extent of resale or recovery value where use of such equipment for carrying out the purposes of the grant project is discontinued (during the life of the project) or use for law enforcement purposes is discontinued (after completion of the project) unless all credit relating to such contingencies as set forth in Section C3 of Circular A-87 ("Applicable Credit") are applied to offset or reduce grant charges. Circular A-87 is reprinted in the Appendices section of CJC publication, Policies and Procedures Governing Action Grants.

SPECIAL CONDITION

## Confidential Expenditures

1. Funds of this grant award will not be expended or obligated for confidential expenditures until specific prior approval has been provided by formal grant adjustment notice issued by the Texas Criminal Justice Council: (TCJC)
2. A request for such prior approval of confidential expenditures must be submitted to the TCJC. The grantees submission for approval must contain the following information:
  - a. Identity of the project by grant number and project title, and estimated amount of funds to be used for confidential expenditures.
  - b. Procedures to be followed in safeguarding the funds or a certification that the procedures of TCJC outlined in paragraph 3, below, will be adopted.
  - c. Identity of the agent or officer in charge of investigation and name of the bonded cashier.
3. The general requirements for controls for confidential expenditures listed below have been established by the Law Enforcement Assistance Administration in connection with grant projects funded under Title I, P.L. 90-351.
  - a. Funds authorized for confidential expenditures will be established in an imprest fund controlled by a bonded cashier. When the confidential expenditure imprest fund is established, the total advances likely to be disbursed during a thirty (30) day period should be estimated by the agent or officer in charge of the investigation unit. The head of the law enforcement agency shall request initial funding of the confidential imprest fund for an amount not in excess of the thirty (30) day estimated requirements from the grant financial officer. A check will be drawn payable to the bonded cashier and debited to the confidential imprest fund account. The head of the law enforcement agency will insure that the bonded cashier has adequate facilities to properly safeguard the funds prior to the cashing of the check. As required, the bonded cashier will reimburse the fund by presenting proper authorizations and receipts for advances made from the fund in accordance with these procedures to the financial officer of the grant project. The financial officer will mark each such authorization and receipt "paid", retain the sets as vouchers, and give the bonded cashier a check for their sum.
  - b. Authorizations should be made at least in duplicate on consecutively numbered forms. The original will be given to the individual authorized to draw an advance of funds. The duplicate will remain intact in a bound book of authorization forms.  
  
All advances of funds up to \$500 to agents or officers for confidential expenditures must be authorized by the agent or officer in charge of the investigation unit to which the imprest fund is assigned. Payment of \$500 or more must be approved by the head of the law enforcement unit to which the grant was made.
  - c. Authorizations for advances for the purchase of information must specify the information to be received, the amount of expenditures, and the assumed name of the informer. Other authorizations for confidential expenditures specify the amount and nature of the expenditure and the purpose for which authorized.
  - d. Authorizations for confidential expenditures will be prepared in duplicate with the amounts of advances authorized clearly indicated in figures and in words. The original will be transmitted to the bonded cashier and the duplicate retained by the agent or officer in charge of the investigation unit.
  - e. There must be maintained by the investigation unit confidential files of the true names, assumed names, and signatures of all informers and undercover agents to whom payments of confidential expenditures have been made. To the extent practicable pictures and/or fingerprints of the informer payee should also be maintained.
  - f. An advance of funds for confidential expenditures will be made by the bonded cashier only upon receipt of a written authorization in accordance with the procedures set forth above. The cashier shall receive from the agent or officer authorized to make a confidential payment a receipt for cash advanced to him for such purposes.
  - g. The agent or office shall receive a receipt from the payee for each expenditure made by him from cash advances received from the bonded cashier. Each receipt must be signed and clearly indicate the date and purpose of the payment, the amount of the payment in figures and in words, the name or assumed of the payee, and from whom the payment was received. If from an informer payee, a receipt of the following nature shall be obtained:

## Confidential Expenditures CONT.

## RECEIPT

For and in consideration of the sale and delivery to the  
(State, County, or City) of \_\_\_\_\_  
of information or evidence identified as follows: \_\_\_\_\_

I hereby acknowledge receipt of \_\_\_\_\_  
dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) paid to  
me by \_\_\_\_\_, an  
officer or agent of the (State, County, or City) of \_\_\_\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

(If Any\*)

\*(The witness requirements will not in all instances be mandatory, depending on the nature of the meeting and exchange of funds. A requirement shall be in effect, however, that on at least 25% of the contracts, when payments are made, a second officer or agent shall appear as the witness to the transaction. In addition, on at least 10% of the meetings the agent or officer in charge should be present to verify the payment to the informer.)

- h. Signed receipts for expenditures from confidential expenditures will be forwarded to the agent or officer in charge with a memorandum detailing the information or evidence received if to an informer payee, or the purpose and expected results of the expenditure if to an undercover agent. The agent or officer in charge shall evaluate the results of the expenditure in relation to the amount expended and add his evaluation remarks to the report of the agent or officer who made the expenditure. He shall also compare the signature on the receipt from an informer or undercover agent with the confidential file of assumed name signatures.
- i. A certification of payment to the cashier as support for the expenditure from the imprest fund will be made by the agent or officer. The certification will be witnessed by the agent or officer in charge on the basis of the report and informer or undercover payee's receipt.
- j. Each undercover agent or officer shall prepare a monthly report accounting for expenditures made from confidential funds advanced to him. Whenever practical, receipts will be obtained to support the expenditure report. The monthly reports will be forwarded to the agent or officer in charge for processing in accordance with paragraph 3h above.
- k. The agent or officer in charge shall prepare a quarterly report showing status and reconciliation of the imprest fund and itemizing each payment, name used by the informer or undercover payee, information or evidence received and use to which such information or evidence was put. This report will be made in at least two copies signed by the agent or officer in charge and furnished to the head of the law enforcement agency to which the grant was made.
- l. The bonded cashier shall also prepare a quarterly report showing status and reconciliation of the imprest fund and itemizing each payment, the name of the agent or officer to whom the cash advance was made, and the official authorizing the advance made. Signed copies of the quarterly report will be furnished to the head of the law enforcement agency to which the grant was made.
- m. All of the above records, except the true name and identity of the informer or undercover agent, are subject to the record maintenance and audit provisions of the grant agreement and P.L. 90-351, (Section 521 (a) and (b)).
4. If the request for prior approval of obligation and expenditure of confidential funds does not include certification that the procedures outlined in paragraph 3, above, will be adopted, the proposed procedure must be detailed in the approved request submission. Such procedures must provide for a signed receipt by the informer or undercover agent payee of the nature shown in paragraph 3g above.

SPECIAL CONDITION

## Procurement Procedures

I. Grantees shall use their own procurement standards and procedures based upon their laws, rules, or regulations consistent with the minimum provisions required by this condition.

A. Content. These standards and procedures are set forth to ensure that supplies and services are obtained in the most effective manner with consideration for price and other factors. Federal law or Executive Orders referenced in this bulletin must be considered by grantees in awarding contracts under CJC grant programs.

B. All procurements shall be accomplished by obtaining adequate and effective competition. Competition will be sought to the maximum practicable extent consistent with the value, the nature, and the specification of supplies.

C. Publicly advertised procurements with sealed bids and public openings shall be the preferred method. When sealed bids are obtained by formal advertisement:

1. Awards will be made to the responsible bidder or bidders whose bid is: (a) Responsive to the invitation for bids; and (b) Most advantageous based on the evaluation of prices, delivery dates, quality and other pertinent factors.

2. All bids may be rejected when it is in the grantees' interest to do so.

D. General Standards and Procedures.

1. Review and Analysis. All proposed procurement actions shall be reviewed by grantee officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine the most economic, practical alternative.

2. Procurement Descriptions. Solicitation for bids or quotations shall contain a clear and accurate description of the technical requirements for the material product, or service to be procured and exclude any unnecessary features which restrict competition.

3. Single Source and Sole Source Procurement. Single source procurement and sole source procurements shall be made only as a last resort and shall be adequately documented to support the selection of vendors and accepted prices.

4. Collusion or Conflict of Interest. All procurements shall be conducted so as to avoid collusion or actual conflicts of interest as well as any possibility of appearance of collusion or conflicts of interests.

5. Contract Administration. A system of contract administration shall be maintained to assure: (a) Contractor conformance with the terms, conditions, and specifications of the contract or purchase order; (b) Adequate expediting and timely followup of all deliveries.

6. Documentation. Procurement records or files which provide for pertinent documentation and support for the procurement action including the justification for use of sole or single source or the negotiated method of procurement must be maintained.

E. The type of procuring instruments used (i.e. fixed price contracts, cost reimbursable contracts, purchase orders, etc.) shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

RE: SET PRIORITIES FOR FLOOD PLAIN STUDIES

273

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court ordered to set priorities for Flood Plain Studies for the following:

PRIORITY LIST FOR REQUESTING FLOOD PLAIN STUDIES

1. Flat Bank - Oyster Creek
2. Brazos River
3. Rabbs and Middle Bayou
4. Keegans Bayou
5. Big Creek
6. Willow Fork
7. Bullhead Slough
8. Seabourne Creek
9. Mustang Creek
10. Lower Oyster Creek

5

There being no further business, the Court adjourned at 2:15 o'clock P.M.

ATTEST: Ella Maeck  
COUNTY CLERK

Jack Gates  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 16th day of July, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session, with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis          | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Minutes of Regular Session of July 9th, 1973, were approved.

RE: ORDER CHANGING TIME OF COMMISSIONERS COURT MEETINGS

On Motion of Commissioner Ed. H. Helwig, seconded by County Judge, Josh Gates, Commissioner Johnnie Pustka voted against; Commissioners Paul Wenzel, Jr., and J. M. Davis abstained from voting, it was ordered that the Commissioners Court meeting be held on Mondays at 9:00 o'clock instead at 1:00 oclock P.M.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the application for soil Conservation work for W.M. Wheless, Jr.

RE: APPROVED BOND OF COUNTY PROBATION OFFICER, A. E. DOBSON, JR.

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Bond of County Probation Officer, A. E. Dobson, Jr. and recorded in the Bond Records of Fort Bend County, Texas.

RE: EMPLOYMENT OF ASSISTANT FORT BEND COUNTY LIBRARIAN

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, Jr., and duly passed, the Court approved the employment of Joe Spikes, Jr., as Assistant Fort Bend County Librarian at a salary of \$600.00 per month, effective July 16, 1973.

RE: ORDER CHANGE OF SALARY FOR FIRST ASSISTANT AMBULANCE DRIVER FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Salary change of James Matlock, 1st Assistant Ambulance Driver for Fort Bend County Ambulance Service to \$650.00 per month, and Larry Spillers to \$595.00 per month, effective July 2, 1973.

RE: EMPLOYMENT OF DEPUTY IN TAX ASSESSOR-COLLECTORS OFFICE

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the employment of Susette Mueck, Deputy for the Tax Assessor-Collectors office, to replace Brenda White, at a Salary of \$330.00 per month, effective July 16, 1973.

RE: EMPLOYMENT OF SECRETARY FOR THE COUNTY EXTENSION SERVICE OFFICE

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, the Court approved the employment of Barbara Jean Legendre, as secretary for the County Extension Service office, at a salary of \$401.50, effective July 18, 1973.

RE: ORDER TO POSTPONE APPROVAL OF FLOOD INSURANCE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court ordered to postpone the approval of Flood Insurance for further study.

RE: APPROVAL OF APPLICATION FOR GRANT WITH CRIMINAL JUSTICE COUNCIL FOR FORT BEND COUNTY JAIL

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved and authorized the County Judge Josh Gates to sign the application for Grant with the Criminal Justice Council for Fort Bend County Jail Correctional facilities.

TO: 06/2  
 APPLICATION COORDINATOR  
 THE CRIMINAL JUSTICE COUNCIL  
 POST OFFICE BOX 1828  
 AUSTIN, TEXAS 78767

1. Ft. Bend County Commissioners Court  
 intends to apply to the Criminal Justice Council for a grant of

\$ 15,000. It is expressly understood that a complete application, to include appropriate clearinghouse review and comment, will be necessary prior to approval of the project.

2. Proposed title of project: Preliminary Planning Program for Ft. Bend County Community Correctional Facilities

3. CJC program and title: 73-F6 Action Grant

4. Proposed funding:

|   |                  |               |
|---|------------------|---------------|
| a. Criminal Justice Council:<br>(Fed & State) | \$ <u>15,000</u> | <u>75</u> %   |
| b. Local Cash:                                | \$ <u>2,500</u>  | <u>12.5</u> % |
| c. Local In-Kind:                             | \$ <u>2,500</u>  | <u>12.5</u> % |
| d. Total:                                     | \$ <u>20,000</u> | <u>100</u> %  |

5. Summary (200 words) of proposed project and its impact on crime and delinquency.

The purpose of this planning grant proposal is to provide Ft. Bend County with a full prospective of their needs and alternatives towards solving their present jail or community correctional facilities problems. As a result of rapid growth of the County incidental to the expansion of Houston Sheriff R.L. Gaston has perceived new pressures upon himself, his staff, and upon his present jail facilities due to increased criminal activity in the county and constraints of a jail building not designed to support the correctional programs of today. He and Judge Josh Gates and the County Commissioners realize that changes must be made in the coming years of County growth and urbanization.

The planning team will be comprised of Ft. Bend County officials and the consultant/contractor, Rice Center for Community Design & Research. Technical assistance will be provided by staff of the National Clearinghouse, University of Illinois School of Architecture, and selected consultants.

6. This project (DOES/DOES NOT) have a potential for environmental impact.

7. Funds have been set aside, within the constraints imposed by statute, (if cash) or other firm commitments have been made (if in-kind) to meet the local share of the cost of this project.

8. Date: 16 July 1973

Signature: Josh Gates

Name: Josh Gates

(please print or type)

Title: County Judge, Ft. Bend County

Address: Ft. Bend County Courthouse  
Richmond, Texas 77469

cc: clearinghouse

Form CJC-1B (1/1/73)

TEXAS CRIMINAL JUSTICE COUNCIL



APPLICATION FOR GRANT

|   |   |
|---|---|
| 1. Short Title of Project: (Do not exceed one typed line)<br>Preliminary Planning Program for Fort Bend County Jail Facilities  |   |
| 2. Type of Application: (Check one)<br>Original <input checked="" type="checkbox"/> Revision _____ Continuation _____<br>Grant Number of Application to be Revised or Continued _____ | Grant Number: (CJC use only) _____<br>Program No. Under Which Funding Expected: _____   |
| 3. Project Duration:<br>Total length <u>4.5</u> months<br>From <u>15 Aug 73</u><br>Through <u>31 Dec 73</u><br>Period of Present Request:<br>From _____<br>Through _____              | 4. Total CJC Support Sought:<br>(Total for project, federal and state)<br>\$ <u>15,000</u><br>5. Request for Present Year or Period:<br>\$ <u>15,000</u>  |
| 6. Applicant Agency or Institution:<br>(Name and address)<br>Fort Bend County<br>Fort Bend County Courthouse<br>Richmond, Texas   | 7. Project Director:<br>(Name, title, address, telephone)<br>Delegated to Consultant Contractor<br>Rice Center for Community Design & Research<br>Rice University School of Architecture<br>Houston, Texas 77001 713/528-4141 xt 823<br>David A. Crane, President<br>Signature <u>David A. Crane</u>  |
| 8. Financial Officer:<br>(Name, title, address, telephone)<br>Joyce Tompkins<br>P.O. Box 549<br>Richmond, Texas 77469<br>713/342-3252<br>Signature <u>Joyce Tompkins</u>              | 9. Official Authorized to Sign Application:<br>(Name, title, address)<br>Judge Josh Gates<br>Ft. Bend County Courthouse<br>Richmond, Texas 77469<br>713/342-2896  |
| 10. Federal Support:<br>Will other federal support be available for any part of this project?<br>Yes <input checked="" type="checkbox"/> No _____<br>If yes, identify and explain:    | 11. Attachments (check if included):<br>(a) Clearinghouse review and comment<br>Name of clearinghouse: _____ Transmittal Letter<br>(b) Local governing body resolution authorizing application _____ X<br>(c) Contracts for services, equipment, and construction _____ Contract Resolution<br>(d) Letters of endorsement _____<br>(e) Other (describe) _____ |
| 12. Date:<br><u>16 July 1973</u>  |   |
| 13. Total Pages in Application:   |   |

TEXAS CRIMINAL JUSTICE COUNCIL



APPLICATION FOR GRANT

Detailed Project Budget:

Period of Present Request:  
From 15 Aug 73  
Through 31 Dec 73

|  | CJC Support<br>Federal<br>and State | Grantee<br>Contribution | Category<br>Total |
|--|-------------------------------------|-------------------------|-------------------|
| A. Personnel (Employees)   |                                     |                         |                   |
| 1. Salaries (list each position with salary rate & percentage of time to be devoted) |                                     |                         |                   |
| Fort Bend County Commissioners<br>and staff  | \$ (see Budget)                     | \$ (Narrative)          |                   |
| 2. FICA, Retirement, etc.  | \$                                  | \$                      |                   |
| Subtotals  | \$                                  | \$ 2,500                | \$ 2,500          |
| B. Professional and Contract Services  |                                     |                         |                   |
| Contractor/Consultant  | \$                                  | \$                      |                   |
| Rice Center for Community Design & Research  | (See Budget)                        | (Narrative)             |                   |
| Subtotals  | \$ 15,000                           | \$ 2,500                | \$ 17,500         |
| C. Travel (Transportation & subsistence)   |                                     |                         |                   |
|  | \$                                  | \$                      |                   |
|  |                                     |                         |                   |
| Subtotals  | \$                                  | \$                      | \$                |
| D. Equipment and Other Capital Assets  |                                     |                         |                   |
|  | \$                                  | \$                      |                   |
| Subtotals  | \$                                  | \$                      | \$                |
| E. Construction  |                                     |                         |                   |
|  | \$                                  | \$                      |                   |
| Subtotals  | \$                                  | \$                      | \$                |
| F. Supplies & Other Operating Expenses   |                                     |                         |                   |
|  | \$                                  | \$                      |                   |
|  |                                     |                         |                   |
| Subtotals  | \$                                  | \$                      | \$                |
| G. Total Project Costs   | \$ 15,000                           | \$ 5,000                | \$ 20,000         |

TEXAS CRIMINAL JUSTICE COUNCIL



APPLICATION FOR GRANT

## CONTINUATION FUNDING PLAN

## A. This is a 4.5 Month Project

| ANTICIPATED PROJECT INCOME         |                     |                        |                        |                        |
|------------------------------------|---------------------|------------------------|------------------------|------------------------|
| Source                             | Present Year/Period | Subsequent Year/Period | Subsequent Year/Period | Subsequent Year/Period |
| Criminal Justice Council (Federal) |                     |                        |                        |                        |
| Criminal Justice Council (State)   |                     |                        |                        |                        |
| Subtotal CJC Funds                 |                     |                        |                        |                        |
| Cash Grantee                       |                     |                        |                        |                        |
| In-Kind Grantee                    |                     |                        |                        |                        |
| Subtotal Grantee Support           |                     |                        |                        |                        |
| Total Project Income               |                     |                        |                        |                        |

## B.

| ANTICIPATED PROJECT EXPENDITURES    |                     |                        |                        |                        |
|-------------------------------------|---------------------|------------------------|------------------------|------------------------|
| Budget Category                     | Present Year/Period | Subsequent Year/Period | Subsequent Year/Period | Subsequent Year/Period |
| A. Personnel                        |                     |                        |                        |                        |
| B. Professional Services            |                     |                        |                        |                        |
| C. Travel (Trans. & Subsistence)    |                     |                        |                        |                        |
| D. Equipment & Other Capital Assets |                     |                        |                        |                        |
| E. Construction                     |                     |                        |                        |                        |
| F. Supplies & Other Operating Exp.  |                     |                        |                        |                        |
| G. Total Project Costs              |                     |                        |                        |                        |

## C. Explanation of grantee contribution and continuation funding plan. Describe (1) nature, (2) source, and (3) project utilization of the grantee contribution for the present project period as listed in the grantee contribution column of page 2 of this application. Following this should be an explanation in the terms described above (nature, source, and project utilization), of how the applicant proposes to support the project after CJC funding has concluded (attach continuation pages if needed).

The grantee cash contribution is in the amount of \$2500 cash from the county general fund and will be utilized to reimburse the consultant/contractor for services rendered.

The grantee in-kind services contribution, in the amount of \$2500, and is detailed in the budget narrative on page 4. It is for the purpose of providing the time of county officials to participate with the consultant/contractor in the preparation of the preliminary planning program for the Austin County Jail Facilities.

## TEXAS CRIMINAL JUSTICE COUNCIL



## APPLICATION FOR GRANT

## BUDGET NARRATIVE

Begin below and add as many continuation pages (4a, 4b, etc.) as may be needed to explain each item of the project budget. Limit this narrative to an explanation of the basis for arriving at the cost of each item including grantee contribution items. This section must also describe the applicant's procurement procedures for equipment, services, and construction, if such items are a part of the project budget.

|   |        |        |
|---|--------|--------|
| A. 1. Personnel (Grantee in-kind services contribution)                           |        | \$2500 |
| County Commissioners (4@ \$1250/mo @ 4.5 mo @ 1%)                                 | 228    |        |
| County Judge (\$1250/mo @ 4.5 mo @ 3.5%)  | 197    |        |
| Secretary to the County Judge (\$569/mo @ 4.5 mos. @ 6%)                          | 155    |        |
| Sheriff (\$1250/mo @ 4.5 @ 10%)   | 562    |        |
| Chief Sheriff's Deputy (\$925/mo @ 4.5 mo @ 7.5%)                                 | 312    |        |
| Secretary to the Sheriff (\$545/mo @ 4.5 mo @ 1.5%)                               | 368    |        |
| County Attorney (\$1250/mo @ 4.5 mo @ 2.5%)                                       | 140    |        |
| County Treasurer (\$1250/mo @ 4.5 mo @ 1%)  | 56     |        |
| County Auditor (\$1275/mo @ 4.5 mo @ 1%)  | 58     |        |
| County Clerk of the Court (\$1250/mo @ 4.5 mo @ 2.5%)                             | 140    |        |
| 2. Personnel Benefits, FICA @ 12.8%   | 284    |        |
| B. Professional and Contract Services   |        |        |
| 1. Personnel Salaries   |        | \$6682 |
| Project Director (\$1,708.00/mo @ 4.5 mos @ 25%)                                  | \$1922 |        |
| Project Specialist (\$1000.00/mo @ 3.5 mos @ 75%)                                 | \$2625 |        |
| Graduate Intern (152.50/wk @ 14 wks @ 100%)                                       | \$2135 |        |
| 2. Indirect Costs (based on 1.05 x Personnel Salaries - see attached explanation) |        | \$7016 |
| 3. Direct Billable Expenses - Items in Addition to Salaries                       |        | \$3802 |
| Consultants (including attorney)  |        |        |
| (10 days @ \$135/day plus 3 man trips @ \$200)                                    | \$1950 |        |
| Travel  |        |        |
| 4 man trips to Austin @ \$45  | 891    |        |
| 16 man trips to Richmond and adjacent areas @ \$16                                |        |        |
| 2 man trips to Clearinghouse @ \$225  |        |        |

|   |        |
|---|--------|
| Documents, maps, books and special supplies | \$ 325 |
| Reproduction and printing for reports       | 386    |
| Data Processing                             | 250    |
| Card purchasing                             | \$100  |
| Time share @ \$125/hr for one hour          | \$125  |

|                                      |          |
|--------------------------------------|----------|
| 4. Total Consultant/Contractor Costs | \$17,500 |
|--------------------------------------|----------|

|                        |          |
|------------------------|----------|
| 5. Total Project Costs | \$20,000 |
|------------------------|----------|

Continuation Page 4B

## RICE CENTER FOR COMMUNITY DESIGN AND RESEARCH

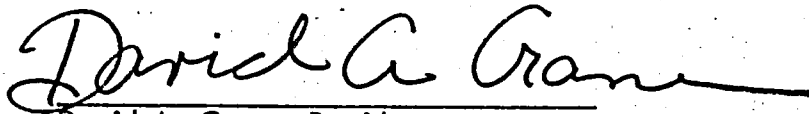
Rice University School of Architecture Houston, Texas 77001 713/528-4141, ext.823

Rice Center for Community Design and Research is a non-profit corporation chartered in Texas (#310264) for architectural education, environmental design, planning and research purposes and affiliated with Rice University. The IRS has determined the Center to be an organization described in section 509 (a) (3) of the Internal Revenue Code. Its governing Board of Directors has representation from the Texas business and public communities as well as from Rice University.

The Center is temporarily housed in Anderson Hall on the Rice University campus but will move into leased private office space off campus during the summer of 1973.

The Rice Center for Community Design and Research offers its resources on this project for the following reasons: (1) Innovation and improvement in the preliminary programming of correctional facilities in Texas is desirous and (2) the Center is interested in building its experience and expertise in the community justice services area including correctional facilities so that it might offer Rice students training in this speciality and develop new tools and procedures for the facilities design professions.

The attached letter is provided as explanation of the overhead or indirect cost rate given above, and as established by the National Science Foundation.



David A. Crane, President  
Rice Center for Community Design and Research

16 July 73  
Date

## NATIONAL SCIENCE FOUNDATION

WASHINGTON, D.C. 20550

JUN 5 1973

Mr. Donald L. Williams  
Executive Director  
Rice Center for Community  
Design + Research  
Rice University School of Architecture  
Houston, Texas 77001

Dear Mr. Williams:

We have completed our review of the projected direct and indirect costs for the fiscal year ending June 30, 1974.

As a result of this review, we have determined an indirect cost rate of 105 percent, as shown and explained on the attached schedule, is acceptable for use in the subcontract part of the proposed grant award to the Southwest Center for Urban Research.

This rate will be used on a maximum provisional basis, subject to downward adjustment only. It will not be adjusted upward during the period of the grant award.

The rate is applicable to direct salaries and wages. Fringe benefits are included in the indirect cost rate.

An indirect cost rate proposal with supporting financial statements, is required annually. It should be submitted to this office as soon as possible after the end of each fiscal year.

Thank you for your cooperation.

Sincerely yours,

*for Louis Ligel*  
Warren J. Hynes  
Acting Audit Officer

CC: SCUR, Houston, TX  
GCO, Area 6

Enclosure

-4d-

Rice Center for Community Design + Research  
 Determination of an Indirect Cost Rate  
 Based on Projected Data for the Year Ending June 30, 1974

|                                  | Indirect<br>Costs | Direct<br>Salaries |
|----------------------------------|-------------------|--------------------|
| Per RCCDC Projection of Expenses | \$211,800         | \$192,221          |
| Adjustments:                     |                   |                    |
| Leasehold costs                  | (6,000)           | (a)                |
| Amortization of leasehold costs  | 600               |                    |
| Equipment and furnishings        | (4,500)           | (a)                |
| Depreciation                     | 300               |                    |
| Promotion                        | (3,000)           | (b)                |
| Adjusted totals                  | <u>\$199,200</u>  | <u>\$192,221</u>   |
|                                  | A                 | B                  |

Indirect Cost Rate -  $A \div B = 103.63\%$   
 Use 105.0%

- (a) The costs of leasehold improvements and equipment and furnishings are not allowable costs in computing the rate. Amounts representing the amortizing of the leasehold costs over a 10 year period, and the depreciating of the equipment over a 15 year life, have been included.
- (b) Promotion costs are not considered allowable indirect costs.

TEXAS CRIMINAL JUSTICE COUNCIL



APPLICATION FOR GRANT

### Project Plan and Supporting Data

This section constitutes the heart of the grant application. It is the applicant's detailed statement of the project—its aims, precisely what will be done, who will be involved, and what is expected to result. With the project budget, it constitutes primary evidence to CJC of the soundness of the project, the care and planning that has gone into its formulation, and the responsibility and qualifications of the applicant and others who will be involved in carrying it out.

This section consists of two parts: the summary and the detailed project description.

#### Summary

In the space below, write a brief summary of total project not to exceed 200 words.

The purpose of this planning grant proposal is to provide Ft. Bend County with a full prospective of their needs and alternatives towards solving their present jail or community correctional facilities problems. As a result of rapid growth of the County incidental to the expansion of Houston Sheriff R.L. Gaston has perceived new pressures upon himself, his staff, and upon his present jail facilities due to increased criminal activity in the county and the constraints of a jail building not designed to support the correctional programs of today. He and Judge Josh Gates and the County Commissioners realize that changes must be made in the coming years of County growth and urbanization.

The planning team will be comprised of Ft. Bend County officials and the consultant/contractor, Rice Center for Community Design and Research. Technical assistance will be provided by staff of the National Clearinghouse, University of Illinois School of Architecture, and selected consultants.

#### Detailed Project Description

Organize the remainder of this section under the following headings: A. Goals, B. Methods, C. Resources, D. Results, and E. Evaluation. See Section IIID, Application Instructions, of the *CJC Action Grant Policies and Procedures Guide* for detailed instructions concerning this item.

Insert after this sheet as many additional pages as may be needed to complete the description of the Project Plan and Supporting Data. If the applicant wishes to append documents that cannot be readily placed on continuation sheets, these documents should be listed on the last page of the Project Plan and copies furnished with the application for staff review.

- 5a -

## DETAILED PROJECT DESCRIPTION

## A. GOALS/The Problem

## Jail Population

During the first six (6) months of the current year, 1733 prisoners were held in the jail. The first two quarters of 1972 saw 1584 prisoners held. The number of prisoners held each year in the Jail is increasing. 2041 prisoners were held in 1960, while 3378 were held in 1970, and 3570 were held in 1972. Jail days have similarly increased from 10,539 in 1960 to 15,697 (average length of stay has decreased).

The Sheriff's staff totals 33 full time, and 7 part time persons, all but one of whom are deputized.

## Existing Jail Facilities

The Existing Physical Facility: Originally built in 1954, the Fort Bend County Sheriff's Department and Jail building is a two-level structure of about 6,000 square feet housing the Sheriff's Department offices and support functions on the first, or ground floor, and able to accommodate 36 prisoners on the second floor. Facilities on the First Floor include Lobby and Reception spaces, Radio Dispatching, Records Storage, I.D., Kitchen, Storage, and offices for the Sheriff and his staff, and two padded cells. Facilities on the Second Floor include an office for the Jailer, two 4-man maximum security cells, one isolation cell, one dark cell which is obsolete and no longer used, one 4-man hospital room, four conventional 4-man cells, and two 12-man tanks. Tray washing is presently being done utilizing a service sink located in a maintenance closet on the second floor, although Sheriff Gaston has initiated shops for the acquisition of automated dishwashing equipment.

There are no day rooms, or exercise space for prisoners, and inadequate visitor facilities. Laundry services are provided commercially.

The jail is kept clean and habitable, however, the plumbing is old and it is difficult to obtain replacement parts. As a result, some fixtures are often not in service.

## Projections

Fort Bend County, influenced by the growth of Houston and adjacent Harris County, is presently experiencing a rapid climb in resident population, a situation that is impacted by a similarly increasing transient population. According to projections of the Houston-Galveston Area Council the population of 52,314 persons recorded living in Fort Bend County, an increase of nearly 12,000 persons since 1960, may be expected to climb to 59,000 by 1975, 100,000 by 1980, and to 300,000 by the end of this century.

Whether or not one can believe these predictions, it is already evident that Fort Bend County has begun a process of urbanization

with many new residents commuting by auto to Houston, via U.S. 59, now completed to within about 11 miles of Richmond, from Houston. This rapid rate of growth will undoubtedly account for substantial increases in criminal activity within the County. The shift toward a more urban pattern of development will also effect changes in the types of offenses committed. In turn, the jail population will increase. Although the jail is presently equipped with sufficient number of banks to meet present needs, it will not be long before this situation will change.

The building, however, appears to be in comparatively sound physical condition, and is suitable for renovation. There is space at the rear for possible construction of attached new facilities as warranted by attempt to meet jail needs for the immediate future. Ultimately, in the foreseeable future, totally new facilities may very well be necessary in response to the burgeoning needs of the County.

- GOALS/Objectives
1. The purpose of this planning program is to establish data which identifies the services and needs directly affecting the county and the regional area.
  2. Building on performance research of past jail facilities, to provide alternative prototypical solutions to the specific problem at Fort Bend County.
  3. Investigations of alternative choices in building spaces; materials and methods; costs; and architectural selection procedures resulting in the documentation necessary for the county commission to determine a development program for its jail facilities so that it may employ an architect and proceed to construction of a new jail facility.

- B. METHODS/Tasks
1. Final design of this study.
  2. Survey the immediate area to formulate variables in population growth, crimes, arrests, commitments and identify and define present and future needs of the county plus adjacent counties jail facilities.
  3. Establishment of Program Alternatives
    - a. Insure reasonable use of alternatives to imprisonment.
    - b. Facility planning concepts which deal with architectural considerations as proper location, function, and scale.
    - c. Treatment program components which entail studying needed staff and counseling facilities.
    - d. Facility component concepts which is a study in spatial arrangements for different area functions as residential, sleeping, dining, recreation, visiting, food preparation, etc.
    - e. and facility component data which investigates compatible equipment and furnishings.

-5c-

## E. EVALUATION

- I. Request National Clearinghouse to evaluate results of study and make written comment.

4. Budgeting costs involves a thorough analyzation of needs vs. cost, potential funding, and comparative costs to other similar facilities.
5. With continuous reference to the previously researched tasks the program is established and
6. Alternative prototypical forms, materials, methods, and costs are outlined.
7. Prepare reports and review with county officials and National Clearinghouse.

#### METHODS/Schedule

- A Five Month Program
- |   |                        |
|---|------------------------|
| - TASK 1/STUDY DESIGN   | Month One              |
| - TASK 2/SURVEY   | Month One and Two      |
| - TASK 3/ESTABLISHING PROGRAM                                 | Month Two              |
| - TASK 4/BUDGETING COSTS                                      | Month Three            |
| - TASK 5/PROGRAM ESTABLISHED                                  | Month Three and Four   |
| - TASK 6/ALTERNATIVE PROTOTYPICAL FORMS, MAT., METHODS, COSTS | Month Two Through Four |
| - TASK 7/REPORTING AND REVIEW                                 | Month Four Plus        |

#### METHODS/Organization

The project will be directed by a project director assigned by the Rice Center for Community Design and Research. This project director will coordinate the inputs of the Fort Bend County officials and selected jail facility consultants to his staff comprised of a full-time project specialist and graduate intern so that the project is completed within four and one half months.

#### C.RESOURCES

The resources of this project include the services of the previously named Fort Bend County officials, the staff of the Rice Center for Community Design and Research, the faculty and students of the Rice University School of Architecture and the staff of the National Clearinghouse at the University of Illinois, School of Architecture.

Donald L. Williams, Executive Director of the Rice Center for Community Design and Research, is a nationally prominent architect and planner with ten year experience managing both private consulting and public research organizations. A qualified member of the faculty of the Rice School of Architecture will be assigned as Project Director as well as a qualified graduate intern. Correctional facility consultants will be chosen from among a list provided by Mr. Fred Moyer and/or his staff of the National Clearinghouse.

#### D. RESULTS

1. Documentation of need for Fort Bend County Jail Facility.
2. Documentation of alternative ways to meet the need.
3. Documentation of alternative schematic designs, alternative materials and methods (outline specs) and costs.



Project Title:

To validate this application, the following standard grant conditions, where applicable, must be certified and agreed to by the applicant. Also, where a condition is applicable and requires additional information, such information should be included in or as an addition to the application. (Additional explanation of these grant conditions may be found in CJC publications *Financial Manual for Action and Planning Grants* and *Action Grant Policies and Procedures Guide*.)

#### Standard Grant Conditions

1. **Project Initiation.** If an approved project has not commenced within 60 days after acceptance of the grant award, the grantee will report by letter the steps taken to initiate the project, reasons for the delay, and expected starting date. If 90 days after acceptance of the award the project is not operational, a further statement of implementation delay will be submitted by the grantee to the Criminal Justice Council. On receipt of the 90-day letter CJC may cancel the project and redistribute the funds to other project areas. CJC, where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90-day period.
2. **Project Completion.** With the exception of the final project report, final financial report, and liquidation of goods or services encumbered before the termination date, grants must be completed no later than the termination date set forth in the Statement of Grant Award or any approved extension thereof. Grantees should keep in mind the grant condition prohibiting the obligation of funds beyond such termination dates, the requirement for liquidation of obligations within 90 days after the termination date, and the requirement for the return of unobligated grant funds within such period:
3. **Reports.** The grantee shall submit, at such times and in such forms as may be prescribed, any reports that the Criminal Justice Council may require, including quarterly financial and progress reports and final financial and progress reports.
4. **Fiscal Regulations.** The fiscal administration of grants shall be subject to such rules, regulations, and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by CJC, including those set forth in the *CJC Action Grant Policies and Procedures Guide* and *Financial Manual for Action and Planning Grants*.
5. **Utilization and Payment of Funds.** Funds awarded may be expended only for purposes and activities covered by the grantee's approved project plan and budget. Payments will be made on the basis of periodic requests and estimates of fund needs submitted by the grantee. Payments will be adjusted to correct previous overpayments or underpayments and disallowances resulting from audit.
6. **Written Approval of Changes.** Grantees must obtain prior written approval from CJC for major project changes. These include (a) changes of substance in project activities, design, or research plans set forth in the approved application; (b) changes in the project director or other key personnel identified in the approved application; (c) expenditure of project funds representing more than a 15 percent or \$2,500 variation, whichever is greater, in any category of the total approved budget, including both CJC grant funds and grantee contribution; and (d) all additions to or deletions of approved equipment purchases. Any

project changes in the grantee's prerogative to initiate are subject to cost allowability and budget guidelines that may be described in the CJC publications mentioned in the preamble to this section.

7. **Application Review Changes.** Any changes effected in this application as a result of or during the course of CJC review will be deemed to have been accepted on receipt of the grantee's request for funds or acceptance agreement.
8. **Maintenance of Records.** Financial records, supporting documents, statistical records, required reports, and all other records pertinent to the grant project or any component part thereof shall be retained for three years from the date of the grantee's submission of the final expenditure report, except that records for non-expendable property acquired with Federal grant funds shall be retained for three years after final disposition. The records shall be retained beyond the three-year period if audit findings have not been resolved. Provisions to this effect must be included in all contracts, subcontracts, or other arrangements for implementation of this project or any component thereof.
9. **Inspection and Audit.** The State of Texas, the U.S. Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records pertinent to this grant project for the purpose of making audit, examination, excerpts, and transcripts. A provision to this effect shall be included in all contracts, subcontracts, or other arrangements for implementation of this project or any component thereof.
10. **Termination of Aid.** A grant may be terminated or fund payments discontinued by CJC if it finds a substantial failure to comply with the provisions of P.L. 90-351 or regulations promulgated thereunder, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of P.L. 90-351.
11. **Obligation of Grant Funds.** Grant funds may not, without advance written approval by CJC, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized for ultimate program purposes.
12. **Title to Property.** Title to property acquired wholly or partly with grant project funds in accordance with approved budgets shall vest in the grantee, subject to divestment at the option of LEAA or CJC (to the extent federal funds contributed to the acquisition thereof) exercisable only on notice within 180 days after the end of the grant period or termination of the grant. The grantee shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of grantor interest.
13. **Use of Property for Law Enforcement Purposes.** All property acquired with grant project funds or donated property representing a grantee contribution shall be committed to use for law enforcement purposes throughout its useful life.
14. **Project Income.** All interest or other income earned by a grantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registrations fees, service charges on fees, etc.) must be accounted for. Income should be applied to project purposes or in reduction of project cost. Interest earned on grant funds must be returned to CJC. All other project income must be applied to project purposes or as a reduction of total project cost.

15. **Publications.** The grantee may publish, at its own expense, the results of grant activity without prior CJC review provided that any publication (written, visual, or sound) contains an acknowledgement of CJC grant support. The following disclaimer must be contained in the aforementioned acknowledgement:  

The fact that the Criminal Justice Council furnished financial support to the activity described in this publication does not necessarily indicate the concurrence of the Criminal Justice Council in the statements or conclusions contained herein.

At least 25 copies of any such publication must be furnished to CJC but only 10 copies of training materials (where used in grant project) must be supplied, except as otherwise requested or approved by CJC. Publication of documents or reports with grant funds beyond quantities required to meet standard report requirements must be provided for in approved project plans or budgets or otherwise approved by CJC and, for large quantity publication, manuscripts must be submitted in advance to CJC.
16. **Copyrights.** Where activities supported by this grant produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form), or other copyrightable material, the grantee may copyright such, but CJC reserves a royalty-free, nonexclusive, and irrevocable license to produce, publish, and use such materials, and to authorize others to do so. Disposition of royalties will be determined by CJC. Provisions appropriate to effectuate the purposes of this condition must be in all employment contracts, consultants' agreements, and other contracts.
17. **Patents.** If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, by any level of implementing grantee or contractor, the grantee shall refer the discovery or invention to CJC, which will determine whether or not patent protection will be sought; how any rights therein, including patent rights, will be disposed of and administered; and the need for other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy. In the final narrative report the grantee shall identify any discovery or invention arising under or developed in the course of or as a result of work performed under this grant or shall certify that there are no such inventions or discoveries.
18. **Allowable Costs.** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in Office of Management and Budget Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments," as further defined and delimited in conditions in the CJC *Financial Manual for Action and Planning Grants*. Educational institutions are subject to standards set forth in OMB Circular A-21.
19. **Expenses Not Allowable.** Grant funds may not be expended for (a) items not part of the approved budget or separately approved by CJC; (b) purchase or construction of land and buildings or improvements thereon, or payment of real estate mortgages or taxes, unless specifically provided for in the grant agreement; (c) entertainment, amusements, or social activities, or incidental costs related thereto; (d) purchase of automobiles or other automotive vehicles unless provided for in the grant agreement; or (e) indirect (overhead) costs, if the grantee does not have an indirect cost allocation plan and rate acceptable to CJC, except negotiated lump sum amounts included in the approved application budget.
20. **Proposal Costs.** Grant funds may not be committed or expended for costs of preparing proposals without prior CJC approval.
21. **Third Party Participation.** No contract or agreement not incorporated in the approved

proposal or approved in advance by CJC may be entered into by the grantee for execution of project activities or provision of services to a grant project (other than purchase of supplies or standard commercial or maintenance services less than \$2,500). Any such arrangements shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project.

22. **Clean Air Act.** In accordance with Presidential Executive Order 11602 and the provisions of the Clean Air Act, 42 USC 1857 et seq, as amended by P.L. 91-604, 1970, any grant may be terminated and expenditure of federal funds will be discontinued if at any time during the grant period the grantee has been convicted of an offense under the Clean Air Act. Grantee may not contract with any party convicted under the Clean Air Act. Applicant certifies that it has not been convicted of any violation of the Clean Air Act.
23. **Hatch Act.** All persons funded by or contributing to this project agree to comply with Title 5, Chapter 15, Sections 1501 through 1508 and any amendments thereto, *United States Code Annotated*, more commonly known as the "Hatch Act" relating to political activities.
24. **Release of Information.** Pursuant to Section 521 of the Act, all records, reports, papers, and other documents kept by recipients of CJC funds, including grantees and their contractors, relating to the receipt and disposition of such funds are required to be made available to CJC and LEAA, under the terms and conditions of the Federal Freedom of Information Act.
25. **Relocation Assistance.** In conformance with the requirements of the Uniform Relocation Assistance and Land Acquisitions Policies Act of 1970 (42 USC 4633), applicant hereby declares that this project will not result in the displacement of one or more persons, businesses, or farm operations, and that no real property shall be acquired for project purposes. If this declaration cannot be made, CJC will provide the applicant a Relocation Assistance Certificate that must be completed before consideration of the application.
26. **Environmental Impact.** Any application for a grant involving: (a) construction, purchase, or alteration of facilities; (b) implementation of programs involving the use of herbicides and pesticides; or (c) other actions determined by the LEAA Regional Administrator to have a possibly significant effect on the quality of the environment, must include either a draft environmental statement as required by Section 102(2)(c) of the National Environmental Policy Act or a declaration that the proposed action will not have significant impact on the environment.
27. **Historic Sites.** In any grant project involving construction, renovation, purchasing, or leasing of facilities the grantee shall consult with the state liaison officer for historic preservation to determine whether the undertaking may have an effect on properties listed in the National Register of Historic Places. If the undertaking may have an adverse effect on the listed program properties CJC must be notified before consideration of the application.
28. **Education Support.** No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving CJC financial assistance with the exception of the qualifications set forth in Title IX, Section 901(A) of Public Law 92-318 (86 Stat. 373).

To validate this application, the following special items must be certified and agreed to by the applicant:

Page 6D

## Special Items

**Nonsupplanting Requirement.** In compliance with the requirement that federal funds, made available under Part C, Title I, Public Law 90-351, as amended, be used "not to supplant state or local funds," this is to certify that the below described recipient of federal funds under Part C, Title I, Public Law 90-351, as amended, will use such funds to increase state or local funds that would, in the absence of such federal aid, be made available for law enforcement purposes. It is understood that the above certification by the financial officer will be required on the final report of expenditures and status of action grant funds.

**Assurance of Compliance with Civil Rights Act of 1964.** The applicant hereby agrees that it will comply and will insure compliance by its contractors with Title VI of the Civil Rights Act of 1964 (Public Law 83-352) and all requirements imposed by or pursuant to Regulations of the Department of Justice (28 CFR Part 42) issued pursuant to that title, to the end that no person shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. The grantee further will comply with and insure compliance by its contractors with Justice Department equal employment regulation in federally assisted programs to the end that employment discrimination in such programs on the grounds of race, color, creed, sex, or national origin shall be eliminated. The grantee recognizes the right of the United States to seek judicial enforcement in its contracts.

**Applicant's Agreement.** It is understood and agreed by the applicant that any grant received as a result of this application shall be subject to the above standard conditions, special items, and other policies and rules issued by the Criminal Justice Council for administration of grant projects; all provisions under P.L. 90-351, as amended; and memoranda issued by CJC.

Certified by:

Signature

Name Josh GatesTitle County JudgeAgency Ft. Bend County, TexasDate: 16 July 1973

Form CJC-1 (1/1/73)

RE: EMPLOYMENT OF ASSISTANT COUNTY AUDITOR

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court approved the employment of Mrs. Louise Kirkpatrick, as Assistant County Auditor at a Salary of \$401.50, effective July 16, 1973.

Hon. Judge T. M. Gupton  
District Judge, 23rd Judicial District,  
Richmond, Texas

Hon. Judge G. P. Hardy, Jr.,  
District Judge 130th Judicial District,  
Richmond, Texas

Dear Sirs:

In compliance with House Bill No. 85 amending Article 1650 of the revised Civil Statutes of Texas of 1935, with respect to the authority of the County Auditor to appoint Assistants:

I desire to certify for appointment as Assistant to the Auditor of Fort Bend County, Texas said appointment to take effect on and after July 16, 1973, the following named Assistant:

Alice Louise Kirkpatrick, whose qualifications are more than eight years experience as stenographer-bookkeeper, her duties to be those of Assistant, at a salary of \$401.50 per month.

Joyce Tompkins  
Joyce Tompkins, County Auditor  
Fort Bend County, Texas

APPROVED:

T. M. Gupton  
Judge, 23rd Judicial District

G. P. Hardy, Jr.  
Judge, 130th Judicial District

TO THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the appointment of Alice Louise Kirkpatrick as Assistant Auditor of Fort Bend County, Texas at the salary set forth above, effective on and after July 16, 1973.

T. M. Gupton  
Judge, 23rd Judicial District

G. P. Hardy, Jr.  
Judge, 130th Judicial District

**FILED**

JUL 24 1973

AT 9:30 A.M.  
Zora Nell Cole  
Clerk District Court, Fort Bend Co., Texas

By: Dorothy Laca,  
Deputy

Rec. Vol. 8 Page 613  
Rec. Vol. AD Page 515

THE STATE OF TEXAS  
COUNTY OF FORT BEND

I, ZORA DELL COLE, Clerk of the District  
Court, in and for Fort Bend County, Texas, do hereby  
certify that the above and foregoing is a true and  
correct copy of the original Order Appointing Alice  
Louise Kirkpatrick as Assistant Auditor of Fort Bend  
in Cause No. XXXXXXXXXXXXXXXXXX, styled County, Texas,  
recorded in Vol. 8, Page 613 and in Vol. AD, Page 515  
XXXX

XXXX Minutes of the District  
Court of Fort Bend County, Texas and now on file in  
said Court.

Given under my hand and the seal of said Court  
at Richmond, Texas, this 24 day of July  
A. D. 19 73.



ZORA DELL COLE  
Clerk, District Court,  
Fort Bend County, Texas  
By Dorothy Baca  
Deputy

RE: TREASURER'S QUARTERLY REPORT APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the County Treasurer's Quarterly Report for April, May, and June, 1973 which is as follows:  
and June, 1973 which is as follows:

AFFIDAVIT OF COMMISSIONERS' COURT AS TO COUNTY FINANCES.

(R. S. Arts. 1636-1637.)

STAFFORD-LONDON CO. FORT WORTH 29944

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF

COMMISSIONERS' COURT

M. Elizabeth Williams

Fort Bend County, Texas,  
In Regular Session,

Treasurer of Fort Bend County, Texas.

Term, 19

WE, THE UNDERSIGNED, as County Commissioners within and for said Fort Bend County, and the Hon. Josh Gates, County Judge of said Fort Bend County, constituting the entire Commissioners' Court of said County, and each one of us, do hereby certify that on this, the 16 day of July A. D. 1973, at a regular term of our said Court, we have compared and examined the report of M. Elizabeth Williams Treasurer of said County, for the period beginning on the 1st day of April A. D. 1973, and ending on the 30th day of June A. D. 1973, and finding the same correct have caused an order to be entered upon the minutes of the Commissioners' Court of said County, stating the approval of said Treasurer's Report by our said Court, which said order recites separately the amount received and paid out of each fund by said County Treasurer since his last report to this Court, and for and during the time covered by his present report, and the balance of each fund remaining in said Treasurer's hands on the said 30th day of June A. D. 1973, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Articles 1636-1637, Chapter 1, Title 34 of the Revised Statutes of Texas, 1925.

And we, and each of us, further certify that we have actually and fully inspected and counted all the actual cash and assets in hands of the said Treasurer belonging to Fort Bend County at the close of the examination of said Treasurer's Report, on this the 16 day of July A. D. 1973, and find the same to be as follows, to-wit:

| Name of the Issue                   | Balance On<br>Hand 4-1-1973 | Received<br>During the Qtr. | Paid Out<br>During the<br>Quarter | Balance<br>On Hand<br>6-30-1973 |
|-------------------------------------|-----------------------------|-----------------------------|-----------------------------------|---------------------------------|
| Jury Fund                           | \$ 27,961.17                | \$ 395.58                   | \$ 6,174.29                       | \$ 22,182.46                    |
| Road and Bridge Fund                | \$865,210.96                | \$ 34,313.71                | \$401,188.05                      | \$498,336.62                    |
| General Fund                        | \$320,145.52                | \$329,058.55                | \$220,855.24                      | \$428,348.83                    |
| Library Fund                        | \$ 66,656.34                | \$ 1,776.40                 | \$ 25,466.97                      | \$ 42,965.77                    |
| Officers Salary Fund                | \$ 10,801.55                | \$104,849.82                | \$179,380.15                      | \$ 85,331.88                    |
| Permanent Improvement Avail. Fund   | \$ 27,921.25                | \$ 137.22                   | \$ 1,688.51                       | \$ 26,369.96                    |
| Ft. Bend Co. Time Warrants Ser.'69S | \$ 12,406.22                | \$ 191.26                   | \$ - - - -                        | \$ 12,597.48                    |
| Unlimited Tax Rd. Bds.Ser.'62-'66 S | \$ 2,883.82                 | \$ 26,753.71                | \$ - - - -                        | \$ 29,637.53                    |
| Drainage District Main. Avail. Fd.  | \$238,717.96                | \$ 6,001.39                 | \$126,493.65                      | \$118,225.70                    |
| Drainage District Bond Avail. Fd.1  | \$ 11,795.76                | \$ - - - -                  | \$ - - - -                        | \$ 11,795.76                    |
| Road Bond Avail. Fund               | \$ 73,845.79                | \$138,115.76                | \$ 13,475.17                      | \$198,486.38                    |
| County Law Library Fund             | \$ 4,207.03                 | \$ 688.00                   | \$ 301.75                         | \$ 4,593.28                     |
| Certificate of Title Fund           | \$ 547.25                   | \$ 1,039.25                 | \$ 976.00                         | \$ 610.50                       |
| Farm to Market & Lateral Roads Fd.  | \$240,576.58                | \$106,081.54                | \$114,998.50                      | \$231,659.62                    |
| Lateral Roads Fund                  | \$ 23,109.35                | \$ - - - -                  | \$ - - - -                        | \$ 23,109.35                    |
| County Social Security Fund         | \$ 99,050.07                | \$ 41,554.91                | \$ 40,549.19                      | \$100,055.79                    |
| Drainage Dist. Social Security Fd.  | \$ 13,753.37                | \$ 4,874.14                 | \$ 4,466.27                       | \$ 14,161.24                    |
| Income Tax Fund                     | \$ .00                      | \$ 48,982.00                | \$ 48,982.00                      | \$ .00                          |
| Dog Registration Fee Fund           | \$ 7.00                     | \$ 5.00                     | \$ - - - -                        | \$ 12.00                        |
| Criminal Justice Plan. Fd.Ct. Costs | \$ 1,822.50                 | \$ 3,372.50                 | \$ 2,760.00                       | \$ 2,435.00                     |
| Ft.Bend Co.Revenue Sharing Trst.Fd. | \$ 49,744.55                | \$577,212.57                | \$595,747.21                      | \$ 31,209.91                    |
| Ft.Bend Co.Branch Libraries Fd.     | \$ 34,012.19                | \$340,000.00                | \$ 13,728.51                      | \$360,283.68                    |
| Ft.Bend Co.Voter Registration Fd.   | \$ 510.59                   | \$ 6,136.20                 | \$ - - - -                        | \$ 6,646.79                     |

|        |                |                |                |                |
|--------|----------------|----------------|----------------|----------------|
| TOTALS | \$2,104,083.72 | \$1,771,539.51 | \$1,797,231.46 | \$2,078,391.77 |
|--------|----------------|----------------|----------------|----------------|

## ASSETS

The following securities are in the County Treasurer's Safety Deposit Box:

## FORT BEND SCHOOL OWNS:

4 Town of Needville Sanitary System Bonds  
Dated July 10, 1955. Bonds Nos. 40 thru 51 @ 1,000.00 \$ 4,000.00

## GENERAL FUND OWNS:

\$100,000.00 worth of U. S. Treasury Bills. Safekeeping receipts are held  
by the County Treasurer of Fort Bend County. \$100,000.00

## DRAINAGE DISTRICT BOND AVAILABLE FUND OWNS:

\$100,000.00 worth of U. S. Treasury Bills. Safekeeping receipts are held  
by the County Treasurer of Fort Bend County. \$100,000.00

## DRAINAGE DISTRICT MAINTENANCE AVAILABLE FUND OWNS:

\$100,000.00 worth of U. S. Treasury Bills. Safekeeping receipts are held  
by the County Treasurer of Fort Bend County. \$100,000.00

## FT. BEND COUNTY REVENUE SHARING TRUST FUND OWNS:

\$400,000.00 worth of U. S. Treasury Bills. Safekeeping receipts are held  
by the County Treasurer of Fort Bend County. \$400,000.00

## ROAD AND BRIDGE FUND OWNS:

\$200,000.00 worth of U. S. Treasury Bills. Safekeeping receipts are held  
by the County Treasurer of Fort Bend County. \$200,000.00

GRAND TOTAL

\$904,000.00

## BONDED INDEPTEDNESS

Name of the Issue

Date of the Issue

|                                     |           |              |
|-------------------------------------|-----------|--------------|
| Unlimited Tax Road Bds. Ser. 1962   | 8-1-1962  | \$120,000.00 |
| Unlimited Tax Road Bds. Serv. 1966  | 2-1-1966  | \$110,000.00 |
| Ft. Bend Co. Time Warrants Ser. '69 | 8-15-1969 | \$ 58,000.00 |

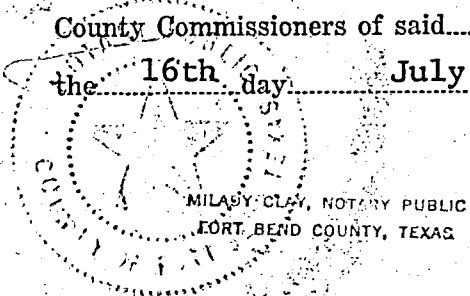
|       |  |              |
|-------|--|--------------|
| TOTAL |  | \$288,000.00 |
|-------|--|--------------|

|   |  |              |
|---|--|--------------|
| GRAND TOTAL, FORT BEND COUNTY BONDED INDEPTEDNESS |  | \$288,000.00 |
|---|--|--------------|

WITNESS OUR HANDS, officially, this 16th day of July A. D. 19 73

Josh Gates  
County Judge.  
Johnnie Pustka  
Commissioner Precinct No. 1.  
Paul Wenzel  
Commissioner Precinct No. 2.  
J. M. Davis  
Commissioner Precinct No. 3.  
Ed H. Helwig  
Commissioner Precinct No. 4.

SWORN TO AND SUBSCRIBED before me, by Josh Gates, County Judge,  
and Johnnie Pustka and Paul Wenzel  
and J. M. Davis and Ed H. Helwig  
County Commissioners of said Fort Bend County, each respectively, on this,  
the 16th day of July A. D. 19 73.



Milady Clay  
Notary Public in and for  
Fort Bend County, Texas

## Affidavit of Commissioners' Court

TO

TREASURER'S QUARTERLY REPORT

FROM

April Term

TO

June Term, 19 73Filed this 16th day ofJuly A. D. 19 73

Ella Macek

County Clerk.

Fort Bend County, Texas.

By Paul E. Macek Deputy.

Recorded this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_

in Book \_\_\_\_\_, page \_\_\_\_\_, of the

Minutes of the Commissioners' Court.

County Clerk.

County, Texas.

By \_\_\_\_\_ Deputy.

RE: TRANSFER OF CERTIFICATE OF TITLE ACCOUNT APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the sum of \$885.50 collected by Tax Assessor/Collector for Quarter ending June 1973, was transferred from Certificate of Title Account to Officer's Salary Fund, was approved as follows:

| FORT BEND COUNTY                   |  |                               |        |    |  |
|------------------------------------|--|-------------------------------|--------|----|--|
| July 6,<br>1973                    |  | To Betty J. Hanzelka, Tax A/C |        |    |  |
|                                    |  | Dr.                           |        |    |  |
| June Quarter Certificate of Titles |  |                               |        |    |  |
|                                    | April  | 1198 Title                    | \$ 299 | 50 |  |
|                                    | May  | 1244 Titles                   | 311    | 00 |  |
|                                    | June   | 1100 Titles                   | 275    | 00 |  |
|                                    |  | 3542 Tit les                  | \$885  | 50 |  |
|                                    | Expenses:  |                               |        |    |  |
|                                    | Salary 3 mos. @\$574.75  |                               | \$1724 | 25 |  |
|                                    | <i>Mc Hanzelka</i><br><i>Betty J. Hanzelka</i><br><i>Tax A/C</i> |                               |        |    |  |

There being no further business, the Court adjourned at 2:10 o'clock P.M.

ATTEST: Ella Macek  
COUNTY CLERK

Joak Bahr  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 23rd day of July, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates           | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig and duly passed, the Minutes of Special Session of July 16, 1973, were approved.

RE: PROMOTION OF 6 DEPUTIES IN OFFICE OF TAX ASSESSOR-COLLECTOR, MRS. HANZELKA APPROVED

On Motion of Commissioner Paul Wenzel, Jr. and seconded by Commissioner Johnnie Pustka, the Court approved the promotion and increase in salary of the following deputies in the Tax-Assessor-Collectors office, Mrs. Betty Hanzelka, effective August 1, 1973.

|                      |                    |
|----------------------|--------------------|
| Jewel Lowery         | \$464.00 per month |
| Marylou Freeze       | \$476.00 per month |
| Rosa Linda Haftfield | \$420.00 per month |
| Lily Ruth Candler    | \$609.00 per month |
| Genevieve Christian  | \$673.00 per month |
| Ruth Elster          | \$388.00 per month |

5

RE: AUTHORITY TO ADVERTISE FOR BIDS FOR CHASSIS FOR FIRETRUCK FOR FULSHEAR-SIMONTON FIRE DEPARTMENT AND COUNTIES PORTION NOT TO EXCEED \$3500.00 TOWARD PURCHASE

On Motion of Commissioner Ed. Helwig and seconded by Commissioner J. M. Davis the Court authorized the advertising of bids for the purchase of a Chassis for Fire Truck for Fulshear-Simonton Fire Department. The Counties portion not to exceed \$3500.00.

RE: ADVERTISE FOR BIDS FOR PORTABLE BUILDING TO HOUSE AMBULANCE SERVICE FOR FORT BEND COUNTY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis the Court authorized the advertising of bids for a portable building to house the Fort Bend Ambulance Service to be located on the Polly Ryon Hospital grounds.

RE: ADVERTISE FOR BIDS ON TRUCK MOUNTED EXCAVATING MACHINE FOR PREC. #3

On Motion of Commissioner J. M. Davis and seconded by Commissioner Johnnie Pustka, the Court was authorized to advertise for bids on Truck Mounted Excavating Machine for Precinct #3.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED-JAMES STEPHENSON

On Motion of Commissioner Johnnie Pustka and seconded by Commissioner Paul Wenzel, Jr., the Court approved the application of James Stephenson for Soil Conservation Work.

RE: SETTING DATE FOR HEARING ON APPLICATION TO CANCEL WESTOVER FARMS SUBDIVISION

On Motion of Commissioner Ed. Helwig and seconded by Commissioner Johnnie Pustka, the Court approved August 27, 1973 as the date of hearing on application to cancel Westover Farms Subdivision; for and Permit granting Telephone Cable Crossing on Jacobson Road to Fort Bend Telephone Company; a 48.64 acre tract out of 59.77 acre tract in A. G. Sharpless Survey, Abstract 322 in Fort Bend County.

THE STATE OF TEXAS : IN THE COMMISSIONER'S COURT OF  
COUNTY OF FORT BEND : FORT BEND COUNTY, TEXAS

APPLICATION TO CANCEL WESTOVER FARMS SUBDIVISION

TO THE HONORABLE COMMISSIONER'S COURT:

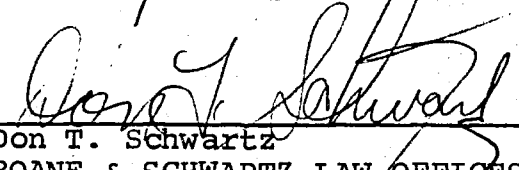
NOW COMES, ROBERT PACINI and TONY VALLONE, hereinafter called Petitioners, of Houston, Harris County, Texas, and files with the Commissioner's Court of said County, this Application to Cancel Subdivision, as it pertains to their land.

Petitioners are owners of a 59.77 acre tract described in Vol. 384, Page 2 of the Deed Records of Fort Bend County, Texas, and more particularly described in "Exhibit A" hereto attached; 48.64 acres of said land is recorded in Volume 5, Page 16 of the Plat Records of Fort Bend County, Texas, as Westover Farms. Said Subdivision was approved the 13th day of May, 1963, by the Fort Bend County Commissioner's Court.

From that date to present date, no roads have been maintained on said property, no easements established and none of the property sold by lots. Adjoining landowners will not be affected, nor will established rights of owners be interfered with by cancelling subject property within said subdivision of Westover Farms, a subdivision of the East 48.64 acres of that certain 59.77 acre tract described in Volume 384, Page 2 of the Deed Records of Fort Bend County, A. G. Sharpless Survey, Abstract 322, Fort Bend County, Texas.

Petitioners pray that the Commissioner's Court set a date for hearing on cancelling the subdivision of Westover Farms, a subdivision of the East 48.64 acres of that certain 59.77 acre tract described in Volume 384, Page <sup>2</sup> of the Deed Records of Fort Bend County, A. G. Sharpless Survey, Abstract 322, Fort Bend County, Texas. And further that publication be ordered according to V.A.T.S. 7227.

FILED this the 12<sup>th</sup> day of July, A.D. 1973.

  
Don T. Schwartz  
ROANE & SCHWARTZ LAW OFFICES  
Attorneys for Petitioners  
2208 Avenue H  
Rosenberg, Texas 77471

O R D E R

WHEREAS, on the 23 day of July, A.D. 1973,  
an Application to Cancel Westover Farms, a subdivision of the East  
48.64 acres of that certain 59.77 acre tract described in Volume  
384, Page 2 of the Deed Records of Fort Bend County, A. G. Sharpless  
Survey, Abstract 322, Fort Bend County, Texas, was filed, the  
Commissioner's Court ordered publication of same and set a hearing  
on said application for the 27 day of August, A.D. 1973.

Josh Gates  
JUDGE, COMMISSIONER'S COURT  
FORT BEND COUNTY, TEXAS.



RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING BOHACEK ROAD-  
FORT BEND TELEPHONE COMPANY

On Motion of Paul Wenzel, Jr. and seconded by Johnnie Pustka the Court approved a application for and Permit granting Telephone Cable Crossing on Bohacek Road to Fort Bend Telephone Company

APPLICATION FOR AND PERMIT  
 GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
 AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW FORT BEND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still available for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

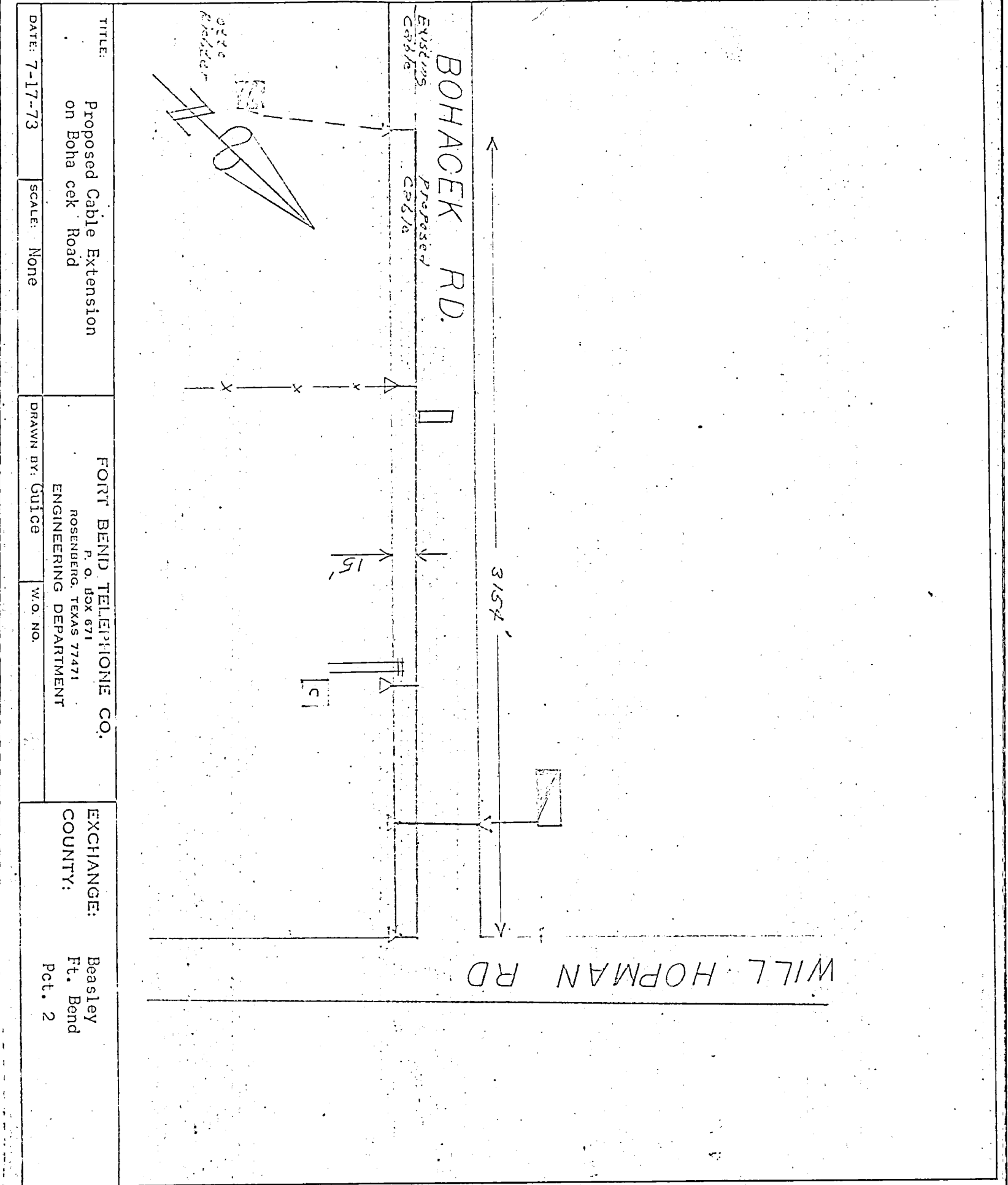
The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 17th day of July 19 73

FORT BEND TELEPHONE COMPANY

*John F. Callender*  
 By: John F. Callender, General Mgr.  
 P.O. Box 1127  
 Rosenberg, Texas 77471

Attest: Secretary



## PERMIT

IN THE COMMISSIONER'S COURT -----FORT BEND COUNTY, TEXAS

ON THIS the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,

on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

By: \_\_\_\_\_

County Judge

There being no further business, the Court recessed at 10:00 o'clock A.M. and is to re-convene at 1:00 o'clock P.M.

RE: APPLICATION TO CANCEL A SUBDIVISION OF JULIUS SCHLITZKUS ET UX AS IT PERTAINS TO LOTS 1 through 18 INCLUSIVE AND LOTS 23 and 24 BEASLEY TOWNSITE-ORCHARDS GARDEN TRACTS: SUBDIVISION OF BLOCK 42 TURKEY CREEK SUBDIVISION IN THE J. A. & M. C. RAILROAD COMPANY SURVEY ABSTRACT 329

On Motion of Commissioner Paul Wenzel, Jr., and seconded by Johnnie Pustka, application to cancel part of subdivision-Beasley Townsite-Orchard Garden Tracts in the J. A. & M. C. Railroad Company Survey A-329 is hereby approved.

STATE OF TEXAS

COUNTY OF FORT BEND

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IN THE COMMISSIONER'S COURT

APPLICATION TO CANCEL PART OF A SUBDIVISION

NOW COMES JULIUS SCHLITZKUS and wife, DORA SCHLITZKUS, hereinafter called Petitioners, of Beasley, Fort Bend County, Texas and files with the Commissioner's Court of said county this application to cancel a part of a subdivision as it pertains to their land.

Petitioners are owners of Lots 1 through 18 inclusive, and Lots 23 and 24, Beasley Townsite Orchards Garden Tracts; Subdivision of Block 42, Turkey Creek Subdivision in the J.A. & M.C. Railroad Company Survey, Abstract 329, Fort Bend County Texas, by deed dated 27th day of July, 1943 and recorded in Volume 212, page 137, Deed Records of Fort Bend County, Texas. Said subdivision was filed for record November 9, 1911 by Morris Stern and recorded in Volume , page , Deed Records of Fort Bend County, Texas.

From that date to present date no roads have been maintained on said property, no easements established and none of the property sold by lots. Adjoining landowners will not be affected nor will established rights of owners be interfered with by cancelling subject property within said subdivision of Block 42, Turkey Creek Subdivision.

Petitioners pray that the Commissioner's Court set a date for hearing on cancelling the subdivision of Block 42, Turkey Creek Subdivision in the S.A. & M.G. Railroad Company Survey, Abstract 329, Fort Bend County, Texas as it pertains and effects Lots 1 through 18 inclusive and Lots 23 and 24 of same. And further that publication be ordered according to V.A.T.S. 7227.

Filed this the 25<sup>th</sup> day of June, 1973

ANDREW BRISCOE, JR.  
Attorney for Petitioners  
1117 Tobola Street  
Rosenberg, Texas 77471

ORDER

WHEREAS on the 25<sup>th</sup> day of June, 1973, an Application To Cancel a Subdivision (Subdivision of Block 42, Turkey Creek Subdivision in the S.A. & M.G. Railroad Company Survey, Abstract 329, Fort Bend County, Texas as said subdivision pertains to Lots 1 through 18 inclusive and Lots 23 and 24) was filed, the Commission's Court ordered publication of same and set a hearing on said application for the 23<sup>rd</sup> day of July, 1973.

Josh Gatten  
JUDGE COMMISSIONER'S COURT  
FORT BEND COUNTY, TEXAS.

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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\*

IN THE COMMISSIONER'S COURT

O R D E R

WHEREAS on the 25th day of June, 1973 JULIUS SCHLITZKUS and wife, DORA SCHLITZKUS, filed an application to cancel a subdivision as it pertains to their property being lots 1 through 18 inclusive, and lots 23 and 24, Beasley Townsite Orchards Garden Tracts; Subdivision of Block 42, Turkey Creek Subdivision in the J.A. & M.C. Railroad Company Survey, Abstract 329, Fort Bend County Texas, by deed dated the 27th day of July, 1943 and recorded in Volume 212, page 137, Deed Records of Fort Bend County, Texas; said subdivision was filed for record November 9, 1911 by Morris Stern and recorded in Volume 2, page 11, Plat Records of Fort Bend County, Texas. This Court filed said application and set hearing and ordered publication of hearing for the 23rd day of July, 1973.

AFTER publication of notice and the proper time lapse the hearing was held at 1 p.m. on the 23rd day of July, 1973 by the Commissioner's Court. Upon hearing the evidence that from November 9, 1911 to present date no roads have been maintained on said property, no easements established and none of the property sold by lots, and further that adjoining land-owners will not be affected nor will established right of owners be interfered with by cancelling subject property within said subdivision of Block 42, Turkey Creek Subdivision, the Court is of the opinion that the following order is proper, just and correct:

IT IS THEREFORE ORDERED, DECREED and ADJUDGED that the subdivision filed for record November 9, 1911 by Morris Stern and recorded in Volume 2, page 11, Plat Records of Fort Bend County, Texas as it pertains and affects lots 1 through 18 inclusive, and lots 23 and 24, Beasley Townsite Orchards Garden Tracts; Subdivision of Block 42, Turkey Creek Subdivision in the J.A. & M.C. Railroad Company Survey, Abstract 329, Fort Bend County, Texas, is hereby cancelled and said subdivision is declared null and void. Said property owned by Julius Schlitzkus and wife Dora Schlitzkus.

DONE and ENTERED this the 23 day of July, 1973.

By Order of the Commission's Court

Josh Gates  
JUDGE

There being no further business, the Court adjourned at 1:10 o'clock P.M.

ATTEST: Ella Macek  
COUNTY CLERK

Josh Gates  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS).

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 6th day of August, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                           |                         |
|---------------------------|-------------------------|
| Johnnie Pustka            | Commissioner Prect. #1  |
| Paul R. Wenzel, Jr.,      | Commissioner Prect. # 2 |
| J. M. Davis<br>(Presided) | Commissioner Prect. #3  |
| Ed. H. Helwig,            | Commissioner Prect. # 4 |

County Judge, Josh Gates, was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig and duly passed, the Minutes of Special Session of July 23rd, 1973, were approved.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED FOR THE FOLLOWING

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed, the Court approved the applications for Soil Conservation work for the following:

C. G. Roesler  
Mrs. Cecelia Raska  
Lad Stavinoha  
Edwin Miller  
M. E. Reeh  
Fritz Hartfiel  
Willie Jeske  
Fritz Schmidt  
Ben Meyer, Sr.  
J. K. Davis

RE: APPROVE STATEMENT OF LOCAL PARTICIPATION ON BIG CREEK PROJECT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed the Court approved the statement of the Local Participation on Big Creek Water Shed under Public Law 566.

RE: EMPLOYMENT OF DEPUTY IN ASSESSOR/COLLECTORS OFFICE APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., and seconded by Commissioner Ed. H. Helwig, and duly passed, the Court authorized Betty Hanzelka, Tax Assessor/Collector to employ Amelia DeLeon to replace Mabel Macik, Deputy Tax Assessor/Collector at a Salary of \$330.00 per month, effective August 1, 1973.

RE: APPROVAL OF DELINQUENT TAX SUPPLEMENT FOR 1967-1971

On Motion of Commissioner Paul R. Wenzel, Jr. and seconded by Commissioner Ed. H. Helwig, and duly passed the Delinquent Tax Supplement Record for the years 1967 and 1971, was approved. The amount of \$1883.00 for compiling this report will be paid out of the Delinquent Tax Fund.

RE: PERMISSION FOR JOE SPIKES, ASSISTANT LIBRARIAN, TO ATTEND LIBRARY WORKSHOP

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court gave Mrs. Barbara Collier, Librarian, permission to send Joe Spikes, Assistant Librarian, to attend Library Workshop in Denton, Texas August 20-21, 1973. The County to pay the maximum of \$75.00 out of the Branch Library Fund.

RE: EMPLOYMENT OF FORT BEND COUNTY BRANCH LIBRARIAN FOR SUGAR LAND AREA

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, Commissioner Johnnie Pustka abstained, and duly passed, the Court approved the application of Mrs. Elizabeth Kelley Smith as Branch Librarian for the Sugar Land Area, at a salary of \$650.00 per month, effective August 15, 1973.

RE: EMPLOYMENT OF PART TIME EMPLOYEE FOR FORT BEND COUNTY LIBRARY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the employment of Dorothy Richter to replace Judith Ann Mahavier, part time employee, for the Fort Bend County Library, at a salary of \$16.00 per day, effective August 6, 1973.

RE: LATERAL ROAD ACCOUNT APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court is requesting that the Board of County & District Road Indebtedness return the amount of \$47,517.92 to Fort Bend County to be used for improving Lateral Roads in Fort Bend County.

RE: ORDER APPROVING BILL FOR HOUSTON LIGHTING & POWER CO.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the bill for Houston Lighting & Power Company for Utility Adjustments U-8329 for rearranging electrical distribution facilities to provide clearance for U. S. Highway 59 at State Highway 36 in the amount of \$5,000.00 as follows:



RE: ORDER TO APPROVE AND ACCEPT EAST HALF OF PECAN HILL SUBDIVISION FOR ROAD MAINTENANCE  
PRECINCT #4

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court ordered to approve and accept East Half of Pecan Hill Subdivision for road Maintenance in Precinct #4. Certified copy of Order and Field Notes recorded in the Deed Records of Fort Bend County. Field Notes recorded as follows:

FIELD NOTES FOR ROAD EASEMENTS IN EAST HALF  
OF PECAN HILL, AN UNRECORDED SUBDIVISION,  
FORT BEND COUNTY, TEXAS

TRACT I. PECAN HILL DRIVE

A 60 ft. wide easement for road purposes out of the Nathan Brookshire Survey, A-14, Fort Bend County, Texas, being a portion of that certain 171.6055 acre tract described in a deed conveying 84.3671 acres of land to William N. Carl, Jr., Trustee, by Roy Spiller et ux, recorded in Vol. 503, Pg. 101, Fort Bend County Deed Records, said 60 ft. easement being described as follows:

BEGINNING at a point of curve on the west right-of-way line of State Highway F.M. 359, 100 ft. wide, and on the east line of said 171.6055 acre tract from which BEGINNING point the southeast corner of said 171.6055 acre tract bears S26°48'46"E 686.23 ft. and the center of curve of said easement bears N26°48'46"W 810.00 ft;

THENCE westerly with said curve to the right having a central angle of 57°33'24", a radius of 810.00 ft. and a distance of 813.69 ft. to a point of reverse curve.

THENCE westerly with said reverse curve to the left having a central angle of 30°57'15", a radius 750.00 ft. and a distance of 405.19 ft. to the point of tangent;

THENCE S89°47'23"W 2250.00 ft. to the point of another curve;

THENCE southwesterly with said curve to the left having a central angle of 104°07'23", a radius of 270.00 ft. and a distance of 490.67 ft. to the point of tangent on the east right-of-way line of a road easement for Pool Hill Road;

THENCE S75°40'00"W 60.00 ft. to a point of curve on the west right-of-way line of Pool Hill Road;

THENCE northwesterly with said curve to the left having a central angle of 76°05'04", a radius of 65.00 ft. and a distance of 86.32 ft. to the point of tangent;

THENCE S89°34'56"W 743.80 ft. to a point on the west right-of-way line of Brookshire Creek, 110 ft. wide, for the most western southwest corner of said Pecan Hill Drive Easement;

THENCE N13°35'49"W 61.62 ft. to a point on the west right-of-way line of Brookshire Creek and at the most western northwest corner of said Pecan Hill Drive Easement;

THENCE N89°34'56"E 757.85 ft. to a point of curve on the north line of said Easement;

THENCE northeasterly with said curve to the left having a central angle of 76°05'04", a radius of 65.00 ft. and a distance of 86.32 ft. to a point of reverse curve;

THENCE northeasterly with said reverse curve to the right having a central angle of 90°12'27", a radius of 330.00 ft. and a distance of 439.41 ft. to the point of tangent;

THENCE N89°47'23"E 2250.00 ft. to a point of curve on the north line of said Pecan Hill Drive Easement;

THENCE southeasterly with said curve to the right having a central angle of 30°57'15", a radius of 810.00 ft. and a distance of 437.60 ft. to a point of reverse curve;

THENCE easterly with said reverse curve to the left having a central angle of 57°33'24", a radius of 750.00 ft. and a distance of 753.41 ft. to the point of tangent on the west right-of-way line of State Highway F.M. 359;

THENCE S26°48'46"E 60.00 ft. to the PLACE OF BEGINNING.

TRACT II, POOL HILL ROAD

A 60 ft. wide easement for road purposes out of the Nathan Brookshire Survey, A-14, and the Isaac N. Charles Survey, A-17, Fort Bend County, Texas, being a portion of three certain tracts: (1) a 171.6055 acre tract described in a deed conveying 84.3671 acres of land to William N. Carl, Jr., Trustee, by Roy Spiller et ux, recorded in Vol. 503, Pg. 101, Fort Bend County Deed Records. (2) A 171.6200 acre tract described in deed from Carrie Pickard et vir conveying 141.119 acres of land to William N. Carl, Jr., Trustee, recorded in Vol. 503, Pg. 151, Fort Bend County Deed Records. (3) A 160.7345 acre tract described in deed from George Roy Pickard, Jr., et ux conveying 133.7286 acres of land to William N. Carl, Jr., Trustee recorded in Vol. 503, Pg. 128, Fort Bend County Deed Records, said Easement being described as follows:

BEGINNING at the most westerly southwest corner of the above described 160.7345 acre tract

THENCE easterly with the most westerly south line thereof along the following three (3) courses and distances:

1. S87°56'04"E 1013.82 ft.,
2. S88°46'15"E 1111.29 ft.,
3. S88°25'08"E 1319.15 ft. to an interior corner of said

160.7345 acre tract;

THENCE S88°25'08"E 31.68 ft. to the southwest corner and BEGINNING POINT of the easement herein described;

THENCE N0°46'28"E 210.30 ft. to a point of curve;

THENCE northerly with said curve to the right having a central angle of 15°22'49", a radius of 323.24 ft. and a distance of 86.77 ft. to a point of reverse curve;

THENCE northwesterly with said reverse curve to the left having a central angle of 77°37'24", a radius of 50.00 ft. and a distance of 67.74 ft. to the point of tangent on the south right-of-way line of Gainsborough Drive;

THENCE N28°31'54"E 60.00 ft. to a point of curve on the north right-of-way line of Gainsborough Drive;

THENCE northeasterly with said curve to the left having a central angle of 77°37'24", a radius of 50.00 ft. and a distance of 67.74 ft. to the point of reverse curve;

THENCE northeasterly with said reverse curve having a central angle of 2°35'28", a radius of 323.24 ft. and a distance of 14.62 ft. to the point of tangent;

THENCE N43°30'E 30.60 ft. to a point of curve;

THENCE northeasterly with said curve to the right having a central angle of 15°58'14", a radius of 722.00 ft. and a distance of 201.25 ft. to the point of tangent;

THENCE N59°28'14"E, at 37.72 ft. pass the centerline of Brookshire Creek drainage easement, 110 ft. wide, continuing on same bearing 85.00 ft. in all to a point of curve;

THENCE northeasterly with said curve to the left having a central angle of 59°40'51", a radius of 873.87 ft. and a distance of 910.25 ft. to the point of tangent;

THENCE N0°12'37"W 500.00 ft. to a point of curve;

THENCE northerly with said curve to the left having a central angle of 14°07'23", a radius of 1617.31 ft. and a distance of 398.66 ft. to the point of tangent;

THENCE N14°20'00"W 526.74 ft. to a point of curve at the intersection of said Pool Hill Road Easement with the Pecan Hill Drive Easement;

THENCE N75°40'00"E 60.00 ft. to a point of curve on the east right-of-way line of said intersection with Pecan Hill Drive Easement;

THENCE S14°20'00"E 526.74 ft. to a point of curve;

THENCE southerly with said curve to the right having a central angle of 14°07'23", a radius of 1677.31 ft. and a distance of 413.45 ft. to the point of tangent;

THENCE S0°12'37"E 500.00 ft. to a point of curve;  
 THENCE Southwesterly with said curve to the right having  
 a central angle of 59°40'51", a radius of 933.87 ft. and a distance  
 of 972.74 ft. to the point of tangent;  
 THENCE S59°28'14"W at 49.04 ft. pass the centerline of the  
 Brookshire Creek drainage easement continuing on same bearing 80.00  
 ft. in all to a point of curve;  
 THENCE southwesterly with said curve to the left having a  
 central angle of 15°58'14", a radius of 662.00 ft. and a distance  
 of 184.53 ft. to the point of tangent;  
 THENCE S43°30'00"W 30.60 ft. to a point of curve;  
 THENCE Southwesterly with said curve to the left having a  
 central angle of 42°43'32", a radius of 263.24 ft. and a distance  
 of 196.30 ft. to the point of tangent;  
 THENCE S0°46'28"W 210.30 ft. to the most southern southeast  
 corner of said Pool Hill Road Easement;  
 THENCE N88°25'08"W 60.00 ft. to the PLACE OF BEGINNING.

TRACT III, HEPPLEWHITE DRIVE

A 60 ft. wide easement for road purposes out of the Isaac N. Charles  
 Survey, A-17, Fort Bend County, Texas, being a portion of that  
 certain 171.6200 acre tract described in deed from Carrie Pickard  
 et vir conveying 141.119 acres of land to William N. Carl, Jr.,  
 Trustee, recorded in Vol. 503, Pg. 151, Fort Bend County Deed  
 Records, said easement being described as follows:

BEGINNING at a point on the west right-of-way line of State  
 Highway F.M. 359, 100 ft. wide, and on the east line of said  
 171.6200 acre tract from which BEGINNING point the northeast corner  
 of said 171.6200 acre tract bears N26°48'46"W 1030.09 ft;

THENCE S26°48'46"E with the west right-of-way line of State  
 Highway F.M. 359 a distance of 67.12 ft. to a point for corner;

THENCE S89°47'23"W 1191.32 to a point for corner;

THENCE N0°12'37"W 397.46 ft. to a point of curve;

THENCE Northwesterly with said curve to the left having a  
 central angle of 91°31'21", a radius of 50.00 ft. and a distance  
 of 80.74 ft. to a point of tangent;

THENCE S87°16'02"W 708.74 ft. to a point of curve;

THENCE Southwesterly with said curve to the left having a  
 central angle of 34°04'21", a radius of 139.60 ft. and a distance  
 of 83.02 ft. to the point of tangent;

THENCE S53°11'41"W 78.04 ft. to a point of curve;

THENCE Southwesterly with said curve to the right having a  
 central angle of 36°35'42", a radius of 260.09 ft. and a distance  
 of 166.06 ft. to the point of tangent;

THENCE S89°47'23"W 2050.00 ft. to a point on the east line  
 of the Pool Hill Road Easement;

THENCE N0°12'37"W with the east right-of-way line of said  
 easement 60.00 ft. to a point for corner;

THENCE N89°47'23"E 2050.00 ft. to a point of curve;

THENCE Northeasterly with said curve to the left having a  
 central angle of 36°35'42", a radius of 200.09 ft. and a distance  
 of 127.74 ft. to the point of tangent;

THENCE N53°11'41"E 78.04 ft. to a point of curve;

THENCE Northeasterly with said curve to the right having a  
 central angle of 34°04'21", a radius of 199.60 ft. and a distance  
 of 118.70 ft. to the point of tangent;

THENCE N87°16'02"E 823.69 ft. to a point for corner;

THENCE S0°12'37"E 402.40 ft. to a point of curve;

THENCE Southeasterly with said curve to the left having a  
 central angle of 90°00'00", a radius of 50.00 ft. and a distance  
 of 78.54 ft. to the point of tangent;

THENCE N89°47'23"E 1051.28 ft. to the PLACE OF BEGINNING.

TRACT IV, HERRON ROAD

A 60 ft. wide easement for road purposes out of the Nathan Brookshire survey, A-14, and the Isaac N. Charles Survey, A-17, Fort Bend County, Texas, being a portion of two certain tracts: (1) a 171.6055 acre tract described in a deed conveying 84.3671 acres of land to William N. Carl, Jr., Trustee, by Roy Spiller et ux, recorded in Vol. 503, Pg. 101, Fort Bend County Deed Records, (2) a 171.6200 acre tract described in deed from Carrie Pickard et vir conveying 141.119 acres of land to William N. Carl, Jr., Trustee, recorded in Vol. 503, Pg. 151, Fort Bend County Deed Records, said easement being described as follows:

BEGINNING at a point on the north right-of-way line of the Hepplewhite Road Easement, 60 ft. wide, and on the south line of a 4.7086 acre tract designated Tract 59c, Pecan Hill, an unrecorded subdivision, from which BEGINNING point the most northerly northeast corner of said Hepplewhite Road Easement bears N87°16'02"E 673.56 ft;

THENCE S87°16'02"W with the north right-of-way line of Hepplewhite Road Easement 88.75 ft. to a point for corner on the south line of a 2.9093 acre tract designated Tract 59a, Pecan Hill Subdivision;

THENCE northerly within Tracts 59a, 59b, 2b and 2a as designated in Pecan Hill Subdivision four (4) bearings and distances:

(1) N44°44'13"E 189.88 ft;

(2) N42°54'12"E 352.14 ft;

(3) N46°23'28"E 198.70 ft;

(4) N6°23'53"E 520.02 ft. to a point on the south curved right-of-way line of Pecan Hill Drive Easement from which point the center of said curve bears N10°38'46"E 810.00 ft;

THENCE easterly with said curve to the left having a central angle of 4°14'53", a radius of 810.00 ft. and a distance of 60.06 ft. to a point on said curve;

THENCE S6°23'53"W with the east lines of Tracts 2a and 2b, Pecan Hill Subdivision 536.78 ft. to a point for corner at the southeast corner of Tract 2b;

THENCE N89°47'23"E with the south line of Tract 2c 2.67 ft. to a point for corner;

THENCE southerly within Tract 59c three (3) courses and distances:

(1) S46°23'28"W 222.82 ft;

(2) S42°54'12"W 351.27 ft;

(3) S44°44'13"W 125.43 ft. to the PLACE OF BEGINNING.

TRACT V, WOODS ROAD

A 60 ft. wide easement for road purposes out of the Nathan Brookshire Survey, A-14, Fort Bend County, Texas, being a portion of that certain 171.6055 acre tract described in deed conveying 84.3671 acres of land to William N. Carl, Jr., Trustee, by Roy Spiller et ux recorded in Vol. 503, Pg. 101, Fort Bend County Deed Records, said 60 ft. easement being described as follows:

BEGINNING at a point in the north line of said 171.6055 acre tract from which its most northerly northeast corner bears S88°27'36"E 770.74 ft.;

THENCE N88°27'36"W with said north line 60.03 ft.;

THENCE S0°12'37"E 623.07 ft;

THENCE N89°47'23"E 60.00 ft;

THENCE N0°12'37"W 621.23 ft. to the PLACE OF BEGINNING.

*Paul A. Lederer* 8/3/73

Paul A. Lederer, P.E.  
Texas Registration No. 7181

- 4 -

There being no further business, the Court recessed at 10:30 o'clock A.M. and is to re-convene at 1:00 o'clock P.M.

No action taken by the Court on an Order by Charles R. Slone, Attorney, for authorization of Cancellation of portion of T.W. House & J.H.B. House Subdivision.

There being no further business, the Court adjourned at 1:50 o'clock P.M.

ATTORNEY:

COURT CLERK

SEC. OF JUDGE

## COUNTY TREASURER'S BOND REPORT

JULY, 1973

## FORT BEND CO. UNLIMITED TAX ROAD BONDS, Ser. 1962

Outstanding 7-1-1973 - - - - \$975.00

6 Int. Coupons No. 19 Off Bds. 42 thru 47 @ \$81.25 \$ 487.50

6 Int. Coupons No. 21 Off Bds. 42 thru 47 @ \$81.25 \$ 487.50

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\$ 975.00Remitted for 10 Int Coupons No. 22 Off Bds . \$16 thru  
\$24 & \$29 at \$75.00 \$ 750.00Remitted for 14 Int. Coupons No. 22 Off Bds. 35 thru  
48 at \$81.25 \$1,137.50

---

\$2,862.50

## FORT BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

Outstanding 7-1-1973 - - - NONE

Remitted for 22 Int. Coupons No. 15 Off Bds. #149  
thru #170 at \$86.25~~\$1,897.50~~  
\$1,707.50

## FORT BEND COUNTY TIME WARRANTS, SER. 1969

Outstanding 7-1-1973 - - - NONE

## ROAD DISTRICT NO. 4 SER. 1940 BOND

Outstanding 7-1-1973 - - - \$50.00

2 Coupons No. 77 off Bonds Nos. 166 & 167  
at \$25.00 \$ 50.00

## ROAD DISTRICT NO. 8 SER. 1927 Bond

Outstanding 7-1-1973 - - - \$110.00

4 Coupons No. 59 Off Bonds 210-212-214-216  
at \$ 27.50 \$ 110.00

Figure changed  
by County Treasurer's  
office. 8-31-73  
*Leona La Rosa, Deputy  
County Treasurer*

## COUNTY TREASURER'S BOND STATEMENT

JULY, 1973

NO CANCELLED COUPONS NOR BONDS RECEIVED DURING THE MONTH OF  
JULY, 1973

5

There being no further business, the Court adjourned at 1:50 o'clock P.M.

*Josh Gates*  
 COUNTY JUDGE

ATTEST: *Ella Macek*  
 COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 13th day of August, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session with the following present:

|                      |                         |
|----------------------|-------------------------|
| Josh Gates,          | County Judge            |
| Johnnie Pustka,      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prect. # 2 |
| J. M. Davis,         | Commissioner Prect. # 3 |
| Ed. H. Helwig,       | Commissioner Prect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of August 6th, 1973, were approved.

RE: ACCEPT BID OF WAUKESHA-PEARCE INDUSTRIES, HOUSTON, TEXAS FOR HYDRAULIC EXCAVATOR FOR  
PRECINCT #3

On Motion of Commissioner J. M. Davis, seconded by Commissioner Johnnie Pustka, and duly passed, the Court accepted the bid of Waukesha-Pearce Industries, Houston, Texas, for a Hydraulec Excavator for Precinct #3, in the amount of \$64,660.00.

RE: REJECT BIDS ON PORTABLE TYPE BUILDINGS AND RE-ADVERTISE FOR BIDS FOR PERMANENT TYPE BUILDINGS FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court rejected the bids on Portable type buildings for Fort Bend County Ambulance Service and to re-advertise for permanent type buildings for Fort Bend County Ambulance Service.

RE: ORDER TO ALLOW FULSHEAR FIRE DEPARTMENT \$4,500.00 PURCHASE OF FIRE TRUCK

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court allowed the Fulshear Fire Department \$4500.00 toward the purchase of a Fire Truck and the Fire Department to equip the truck at their own expense.

RE: BID OF A. D. LANG & COMPANY OF HOUSTON, TEXAS, TO REPAIR COMPLETE COURT HOUSE ROOF, ACCEPTED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the bid of A. D. Lang & Company of Houston, Texas to repair the complete Courthouse Roof, provided Contractor furnish bond setting out type of bond and amount.

The bids are as follows:

\$13,063.00 for the Roof Area

1,685.00 for Gutters and Down Spouts

RE: ORDER DISCONTINUING PORTIONS OF PUBLIC ROADS IN WILLIAM HALL LG. AND ORDER AUTHORIZING CANCELLATION OF PORTION OF T. W. HOUSE AND J. H. B. HOUSE SUBDIVISION

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the order discontinuing portions of Public Roads in William Hall League and cancellation of Portion of T. W. House and J. H. B. House Subdivision, upon the recommendation of County Attorney, C. A. Dickerson.

## COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

PETITION

WHEREAS, those portions of public road described hereinbelow have been abandoned for public road purposes for more than twenty (20) years; and

WHEREAS, said portions of public road have been continuously under fence for a period of twenty (20) years or more; and

WHEREAS, said portions of public road hereinbelow described provide no benefit to the public; and

WHEREAS, the public interests will be better served in making this change by closing and discontinuing portions of public road and by abandoning the use of same for public road purposes: NOW THEREFORE

WE, the undersigned, being free holders in the precinct in which the hereinbelow described portions of public roads are located, respectively request the Commissioner's Court of Fort Bend County, Texas, to grant an order discontinuing the portions of public road hereinbelow described as public roads and abandoning their use for public road purposes; said portions of public roads in Fort Bend County, Texas, being more particularly described as follows, to-wit:

TRACT ONE: A road right-of-way contained in deed from George H. Moore et ux to Glen Hanna dated April 22, 1926 recorded in Volume 112, page 484 of the Deed Records of Fort Bend County, Texas covering a tract of 92.27 acres, more or less, in the William Hall League, Ab. 31, Fort Bend County, Texas, such right-of-way exception contained in said deed being worded as follows:

"Less and except a strip of land 15 ft. in width off the East side of the foregoing described tract which is a part of an unused roadway."

TRACT TWO: A road right-of-way exception contained in deed from J. E. Price to S. J. Likins dated July 13, 1911 recorded in Volume 64, page 71 of Deed Records of Fort Bend County, Texas, which deed covers a tract of 80 acres, more or less, in the William Hall League, Abstract 31, Fort Bend County, Texas, such road right-of-way exception contained in said deed and being worded as follows:

"This conveyance, however, is subject to an easement 20 ft. on the South side of tract of land hereby conveyed for public road purposes."

DATED this 28<sup>th</sup> day of June, 1973.

|                              |                   |
|------------------------------|-------------------|
| <u>Margaret Loftis</u>       | <u>T. E. Fenn</u> |
| <u>Elizabeth Fenn Stamey</u> | <u>J. H. Fenn</u> |
| <u>Mrs. Laura Fenn</u>       | <u>Frank Fenn</u> |
| <u>Mr. J. E. Leavings</u>    | _____             |
| <u>J. F. Fenn III</u>        | _____             |

FILED FOR RECORD  
AT 1:15 O'CLOCK 9 M.

JUL 16 1973

Ello Maeek  
County Clerk, Fort Bend, Co., Tex.

COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

PETITION

WHEREAS, those portions of public road described hereinbelow have been abandoned for public road purposes for more than twenty (20) years; and

WHEREAS, said portions of public road have been continuously under fence for a period of twenty (20) years or more; and

WHEREAS, said portions of public road hereinbelow described provide no benefit to the public; and

WHEREAS, the public interests will be better served in making this change by closing and discontinuing portions of public road and by abandoning the use of same for public road purposes: NOW THEREFORE

WE, the undersigned, being free holders in the precinct in which the hereinbelow described portions of public roads are located, respectively request the Commissioner's Court of Fort Bend County, Texas, to grant an order discontinuing the portions of public road hereinbelow described as public roads and abandoning their use for public road purposes; said portions of public roads in Fort Bend County, Texas, being more particularly described as follows, to-wit:

TRACT ONE: A road right-of-way contained in deed from George H. Moore et ux to Glen Hanna dated April 22, 1926 recorded in Volume 112, page 484 of the Deed Records of Fort Bend County, Texas covering a tract of 92.27 acres, more or less, in the William Hall League, Ab. 31, Fort Bend County, Texas, such right-of-way exception contained in said deed being worded as follows:

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"This conveyance, however, is subject to an easement 20 ft. on the South side of tract of land hereby conveyed for public road purposes."

DATED this 28<sup>th</sup> day of June, 1973.

Marguerite Loftis

J. E. Fern

Elizabeth Tenn Stamey

J. E. Fern

Mrs Laura Tenn

Ruben Tenn

Mr. J. E. Leavings

J. E. Fern III

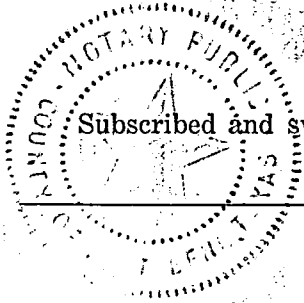
Filed this the 16th  
day of July, 1973

Josh Gates  
County Judge

## PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS, }  
 County of Fort Bend.

On this 6 day of August A. D. 1973, personally appeared before the undersigned, a Notary Public in and for said county and state, Richard L. Barton  
 \_\_\_\_\_ Publisher of The Herald-Coaster, a newspaper published at Rosenberg, County of Fort Bend, State of Texas, who, being by me duly sworn, on oath, states that the advertisement, a true copy of which is hereto annexed, was published in said newspaper in 3 issues thereof on the following dates July 16, 23 and 30  
 \_\_\_\_\_ A. D. 19 73.



Subscribed and sworn to before me, this the 6 day of August

A. D. 19 73.

Margaret Oldmixon  
 Notary Public in and for Fort Bend County, Texas

THE STATE OF TEXAS  
COUNTY OF FORT BEND  
TO THE HONORABLE  
COMMISSIONERS' COURT  
OF FORT BEND COUNTY,  
TEXAS:

Your petitioner, Marguerite Loftus, represents to the Court that she is the owner of a portion of T.W. House and J.H.B. House Subdivision in Fort Bend County, Texas, according to the plat and dedication of said subdivision recorded in Volume 7, page 301 of the Deed Records of Fort Bend County, Texas, described on Exhibit "A" attached hereto and made a part hereof for all purposes; that the blocks and streets shown on said plat have never been staked on the ground; that the streets shown on said plat insofar as the portion described as Exhibit "A" attached hereto is concerned have never been used as streets or public ways; that the fact that said map or plat appears of record in Fort Bend County, Texas clouds the record title of Marguerite Loftus, Petitioner; that Petitioner and her predecessors in chain of title to said property have used, occupied and claimed fee simple title to the said property for over twenty-five (25) years prior to this date and no part of said property has been used by the public for streets or public ways during said twenty-five (25) year period; that during such 25-year period said owners have always considered said tract as an acreage tract and never recognized any subdivision thereof; that petitioner prays that the Honorable Commissioners' Court, after due notice has been given as required by law, enter an Order cancelling said portion of T.W. House and J.H.B. House Subdivision more particularly described on Exhibit "A" attached hereto and that the Honorable Commissioners' Court authorize said petitioner to cancel said portion of T.W. House and J.H.B. House Subdivision by written instrument filed and recorded in the Deed Records of Fort Bend County, Texas; that your petitioner prays that said purported portion of T.W. House and J.H.B. House Subdivision be cancelled in accordance with the provisions of Article 7227 of Vernon's Annotated Texas Civil Statutes.

DATED this 28th day of June, 1973.

Marguerite Loftus

EXHIBIT "A"

A Field Note Description of 162.88 Acres of land in the William Hall League, Abstract 31, Fort Bend County, Texas; and being more particularly the remainder of that certain tract described in deed from S.J. Likins to Glenn Hanna recorded in Volume 78, page 488; Deed Records of Fort Bend County, as all of Lot No. 5 and 22 Acres off of the West side of Lot No. 6 of the T.W. and T.H.B. House Subdivision of the East end of the William Hall League according to the plat of said subdivision recorded in Volume 7, page 301; Deed Records of Fort Bend County, Texas (call 80 Acres) and also being the remainder of that certain tract described in deed from George H. Moore to Glenn Hanna recorded in

Volume 112, page 484; Deed Records of Fort Bend County, Texas (call 92.27 Acres).

For Connection and place of beginning commence at a Railroad Rail found marking the Southeast corner of the David Fitzgerald League, Abstract 25 and being in the North line of said William Hall League; THENCE, South, 1591.75 feet along an old fence line to an iron pipe set at the base of a fence corner post found for a re-entrance corner of this 162.83 Acre Tract;

THENCE, East, 354.2 feet along another old fence line to an iron pipe set at the base of a fence corner post found for the Southerly Northeast corner of this 162.88 Acre Tract;

THENCE, South 00 degree 03' 20" East, 1594.3 feet along an old fence line to an iron pipe set for the Southeast corner of this 162.88 Acre Tract;

THENCE, South 89 degree 50' 40" West, along an old fence line marking the South line of a 40.5 foot private road, at 2064 feet leave said fence, at 2306 feet begins fence line again, in all 2572.81 feet to an iron pipe set in the present East right-of-way line of State Highway No. 288 (115 feet wide) for the Southwest corner of this 162.88 Acre Tract; said corner being North 89 degree 50' 40" East, 165.84 feet from the centerline of the Missouri Pacific Railroad;

THENCE, Northerly along the East right-of-way line of said State Highway No. 288 with the following courses and distances and being 115.0 feet perpendicular distant from the East line of the Missouri Pacific Railroad;

North 05 degree 37' East, 1662.3 feet to a point;  
North 06 degree 12' East, 197.67 feet to a point;  
North 07 degree 13' East, 197.45 feet to a point;  
North 07 degree 57' 40" East, 197.23 feet to a point;  
North 09 degree 08' 30" East, 197.2 feet to a point;  
North 09 degree 54' 10" East, 197.75 feet to a point;  
North 10 degree 52' 20" East, 196.92 feet to a point;  
North 12 degree 02' 20" East, 196.67 feet to a point;  
North 13 degree 11' East, at 188.22 feet pass a concrete highway marker, in all 194.52 feet to an iron pipe set for the Northwest corner of this 162.88 Acre Tract; said corner being South 89 degree 35' East, 169.45 feet from the centerline of said Railroad;

THENCE, South 89 degree 35' East, 1793.55 feet to the place of beginning and containing 162.88 Acres of land; (the original call being a total of 171.27 Acres of 172.27 Acres).

Notice is hereby given that such application shall be acted on by Fort Bend County Commissioners' Court at the regular meeting of said Court at 1:00 p.m. on August 6, 1973, and notice is hereby given to any person or persons interested in such land to appear at said date in the Commissioners' Court Room in the Fort Bend County Court House in Richmond, Texas, if desired to protest against cancelling said subdivision.

COMMISSIONERS' COURT  
OF FORT BEND COUNTY,  
TEXAS

NOTICE

NOTICE is hereby given by the undersigned that they intend to make application to the Commissioner's Court of Fort Bend County, Texas on or after the 6th day of Aug., 1973, being at least twenty (20) days after date of posting this notice, for an order discontinuing the below described strips of land in Fort Bend County, Texas, as public roads and abandoning their use for public road purposes, such strips of land being more particularly described as follows:

TRACT ONE: A road right-of-way contained in deed from George H. Moore et ux to Glen Hanna dated April 22, 1926 recorded in Volume 112, page 484 of the Deed Records of Fort Bend County, Texas covering a tract of 92.27 acres, more or less, in the William Hall League, Ab. 31, Fort Bend County, Texas, such right-of-way exception contained in said deed being worded as follows:

"Less and except a strip of land 15 ft. in width off the East side of the foregoing described tract which is a part of an unused roadway."

TRACT TWO: A road right-of-way exception contained in deed from J. E. Price to S. J. Likins dated July 13, 1911 recorded in Volume 64, page 71 of Deed Records of Fort Bend County, Texas, which deed covers a tract of 80 acres, more or less, in the William Hall League, Abstract 31, Fort Bend County, Texas, such road right-of-way exception contained in said deed and being worded as follows:

"This conveyance, however, is subject to an easement 20 ft. on the South side of tract of land hereby conveyed for public road purposes."

DATED this 25<sup>th</sup> day of June, 1973.

Margaret Loftis

T. E. Lamm

Elizabeth Fenn Stamey

J. H. Fenn

Mrs. Laura Fenn

John Fenn

Mr. J. E. Leavings

J. F. Fenn III

CAME to hand the 14<sup>th</sup> day of July, 1973, and executed by posting  
a properly executed true copy hereof at the Courthouse door of Fort Bend  
County, Texas; and at Post Office, Fresno, Texas  
and County Kubbard, Fresno, Texas  
which are two other public places in the vicinity of the route of said roads  
on the 14<sup>th</sup> day of July, 1973.

William A. Metzger

ORDER OF COMMISSIONER'S COURT DISCONTINUING PORTIONS OF PUBLIC ROADS  
IN WILLIAM HALL LEAGUE, ABSTRACT 31 in FORT BEND COUNTY, TEXAS AND  
ABANDONING THE USE OF SAID STRIPS OF LAND FOR PUBLIC ROAD PURPOSES

THE STATE OF TEXAS :  
\*  
COUNTY OF FORT BEND :

On the 6th day of August, 1973, in regular order and at a regular meeting of the Commissioner's Court of Fort Bend County, Texas, came on to be heard and considered the matter of discontinuing strips of land hereinbelow described in Fort Bend County, Texas, as public roads and abandoning their use for public road purposes, and

It appears to the Court, and the Court so affirmatively finds, by unanimous affirmative vote of all elected Commissioners that said petition presented to this Court on July 16, 1973, requesting such action was signed by at least eight (8) freeholders in the precinct in which such roads are desired to be discontinued, that said applicants have given at least twenty (20) days notice by written advertisement of their intended application posted up at the Courthouse door of Fort Bend County, Texas, and at two (2) other public places in the vicinity of the route of said roads, that the public interest will be better served in closing and discontinuing said roads and by abandoning the use of same for public road purposes, that said request

is proper and should be approved, Commissioner \_\_\_\_\_  
 moved and Commissioner \_\_\_\_\_ seconded, that said strips  
 of land located in Fort Bend County, Texas, described as follows:

TRACT ONE: A road right-of-way contained in deed from George H. Moore  
 et ux to Glen Hanna dated April 22, 1926 recorded in Volume 112, page 484  
 of the Deed Records of Fort Bend County, Texas covering a tract of 92:27  
 acres, more or less, in the William Hall League, Ab. 31, Fort Bend County,  
 Texas, such right-of-way exception contained in said deed being worded as  
 follows:

"Less and except a strip of land 15 ft. in width off  
 the East side of the foregoing described tract which  
 is a part of an unused roadway."

TRACT TWO: A road right-of-way exception contained in deed from J. E.  
 Price to S. J. Likins dated July 13, 1911 recorded in Volume 64, page 71  
 of Deed Records of Fort Bend County, Texas, which deed covers a tract of  
 80 acres, more or less, in the William Hall League, Abstract 31, Fort Bend  
 County, Texas, such road right-of-way exception contained in said deed  
 and being worded as follows:

"This conveyance, however, is subject to an easement  
 20 ft. on the South side of tract of land hereby con-  
 veyed for public road purposes."

are hereby discontinued as public roads and their use for public road  
 purposes are hereby abandoned.

And it further appearing to the Commissioners Court that although there is no contest of said application, additional time to study would be in the public interest, on motion duly made and seconded it was decided to postpone action on this matter until August 13, 1973.

On this the 13th day of August, 1973, came on to be heard by the Commissioners' Court of Fort Bend County, Texas, at a regular meeting of such Court, motion for approval of the application of Marguerite Loftus as petitioner, for discontinuing strips of land hereinbelow described in Fort Bend County, Texas, as public roads and abandoning their use for public road purposes, such postponed motion was duly passed, and it is

ORDERED AND DECREED by said Commissioners' Court of Fort Bend County, Texas, that said strips of land located in Fort Bend County, Texas, described as follows:

TRACT ONE: A road right-of-way contained in deed from George H. Moore et ux to Glen Hanna dated April 22, 1926 recorded in Volume 112, page 484 of the Deed Records of Fort Bend County, Texas covering a tract of 92.27 acres, more or less, in the William Hall League, Ab. 31, Fort Bend County, Texas, such right-of-way exception contained in said deed being worded as follows:

"Less and except a strip of land 15 ft. in width off the East side of the foregoing described tract which is a part of an unused roadway."

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"This conveyance, however, is subject to an easement 20 ft. on the South side of tract of land hereby conveyed for public road purposes."

Page 3

are hereby discontinued as public roads and their use for public road purposes are hereby abandoned.

IN WITNESS WHEREOF, said Commissioner's Court of Fort Bend County, Texas, has caused this Order to be entered on its minutes and to be hereby executed by Josh Gates, County Judge of Fort Bend County, Texas, this 13th day of August, 1973.

COMMISSIONER'S COURT OF FORT  
BEND COUNTY, TEXAS

By Josh Gates  
Josh Gates, County Judge

THE STATE OF TEXAS :  
 \*  
 COUNTY OF FORT BEND :

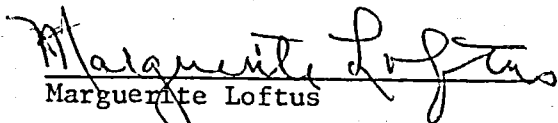
TO THE HONORABLE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

5 Your petitioner, Marguerite Loftus, represents to the Court that she is the owner of a portion of T. W. House and J. H. B. House Subdivision in Fort Bend County, Texas, according to the plat and dedication of said subdivision recorded in Volume 7, page 301 of the Deed Records of Fort Bend County, Texas, described on Exhibit "A" attached hereto and made a part hereof for all purposes; that the blocks and streets shown on said plat have never been staked on the ground; that the streets shown on said plat insofar as the portion described as Exhibit "A" attached hereto is concerned have never been used as streets or public ways; that the fact that said map or plat appears of record in Fort Bend County, Texas clouds the record title of Marguerite Loftus, Petitioner; that Petitioner and her predecessors in chain of title to said property have used, occupied and claimed fee simple title to the said property for over twenty-five (25) years prior to this date and no part of said property has been used by the public for streets or public ways during said twenty-five (25) year period; that during such 25-year period said owners have always considered said tract as an acreage tract and never recognized any subdivision thereof; that petitioner prays that the Honorable Commissioners' Court, after due notice has been given as required by law, enter an Order cancelling said portion of T. W. House and J. H. B. House Subdivision more particularly described on Exhibit "A" attached hereto and that the Honorable Commissioners' Court authorize said petitioner to cancel said portion of T. W. House and J. H. B. House Subdivision by written instrument filed and recorded in the Deed Records of Fort Bend County, Texas; that your petitioner prays that said purported portion of

Page 2

T. W. House and J. H. B. House Subdivision be cancelled in accordance with the provisions of Article 7227 of Vernon's Annotated Texas Civil Statutes.

DATED this 28th day of June, 1973.

  
Marguerite Loftus

## EXHIBIT "A"

5 A Field Note Description of 162.83 Acres of land in the William Hall League, Abstract 31, Fort Bend County, Texas; and being more particularly the remainder of that certain tract described in deed from S.J. Likins to Glenn Hanna recorded in Volume 73, page 433; Deed Records of Fort Bend County, as all of Lot #5 and 22 Acres off of the West side of Lot #6 of the T. W. and T.H.B. House Subdivision of the East end of the William Hall League according to the plat of said subdivision recorded in Volume 7, page 301; Deed Records of Fort Bend County, Texas (call 80 Acres) and also being the remainder of that certain tract described in deed from George H. Moore to Glenn Hanna recorded in Volume 112, page 484; Deed Records of Fort Bend County, Texas (call 92.27 Acres).

For Connection and place of beginning commence at a Railroad Rail found marking the Southeast corner of the David Fitzgerald League, Abstract 25 and being in the North line of said William Hall League; THENCE, South, 1591.75 feet along an old fence line to an iron pipe set at the base of a fence corner post found for a re-entrata corner of this 162.83 Acre Tract;

THENCE, East, 354.2 feet along another old fence line to an iron pipe set at the base of a fence corner post found for the Southerly Northeast corner of this 162.88 Acre Tract;

THENCE, South 00° 03' 20" East, 1594.3 feet along an old fence line to an iron pipe set for the Southeast corner of this 162.88 Acre Tract;

THENCE, South 89° 50' 40" West, along an old fence line marking the South line of a 40.5 foot private road, at 2064 feet leave said fence, at 2306 feet begins fence line again, in all 2572.81 feet to an iron pipe set in the present East right-of-way line of State Highway No. 288 (115 feet wide) for the Southwest corner of this 162.88 Acre Tract; said corner being North 89° 50' 40" East, 165.84 feet from the centerline of the Missouri Pacific Railroad.;

THENCE, Northerly along the East right-of-way line of said State Highway No. 288 with the following courses and distances and being 115.0 feet perpendicular distant from the East line of the Missouri Pacific Railroad;

North 05° 37' East, 1662.3 feet to a point;  
 North 06° 12' East, 197.67 feet to a point;  
 North 07° 13' East, 197.45 feet to a point;  
 North 07° 57' 40" East, 197.23 feet to a point;  
 North 09° 03' 30" East, 197.2 feet to a point;  
 North 09° 54' 10" East, 197.75 feet to a point;  
 North 10° 52' 20" East, 196.92 feet to a point;  
 North 12° 02' 20" East, 196.67 feet to a point;  
 North 13° 11' East, at 188.22 feet pass a concrete

highway marker, in all 194.52 feet to an iron pipe set for the Northwest corner of this 162.88 Acre Tract; said corner being South 89° 35' East, 169.45 feet from the centerline of said Railroad;

THENCE, South 89° 35' East, 1793.55 feet to the place of beginning and containing 162.88 Acres of land; (the original call being a total of 171.27 Acres of 172.27 Acres).

Notice is hereby given that such application shall be acted on by Fort Bend County Commissioners' Court at the regular meeting of said Commissioners' Court at 1:00 P. M. on August 6, 1973, and notice is hereby given to any person or persons interested in such land to appear at said date in the Commissioners' Court Room in the Fort Bend County Court House in Richmond, Texas, if desired to protest against cancelling said subdivision.

COMMISSIONERS' COURT OF  
FORT BEND COUNTY, TEXAS

Filed this the 12th day of July, 1973

Josh Gates  
Josh Gates, County Judge  
Fort Bend County, Texas

ORDER OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING  
CANCELLATION OF PORTION OF T. W. HOUSE AND J. H. B. HOUSE SUBDIVISION

On the 6th day of Aug., 1973, came on to be heard by the Commissioners' Court of Fort Bend County, Texas, at a regular meeting of such Court, the application of Marguerite Loftus as petitioner, for cancellation of a portion of T. W. House and J. H. B. House Subdivision according to the subdivision thereof recorded in Volume 7, page 301 of the Deed Records of Fort Bend County, Texas, to which refer, so as to throw said portion of said subdivision back into acreage as it existed before such subdivision was made, said application having been heretofore filed with the Court on 12th day of July, 1973, all of which is more fully shown of record in the Minutes of the Commissioners' Court of Fort Bend County, Texas, and it appearing to the Commissioners' Court that notice of such application has been duly published in The Herald-Coaster for three (3) weeks prior to this date as required by law; that such notice contained a copy of the Application filed hereon on the 12th day of July, 1973; that such notice commanded any person interested in such portion of T. W. House and J. H. B. House Subdivision to appear in the Commissioners' Courtroom in the Fort Bend County Courthouse in Richmond, Texas at 1:00 P. M. on this date to protest if desired against cancelling said portion of T. W. House and J. H. B. House Subdivision that Affidavit of publisher filed herein shows that such notice was duly published in The Herald-Coaster in the issues dated July 16, 1973, July 23, 1973, and July 30, 1973;

And it further appearing to the Commissioners' Court that such cancellation will not interfere with the established rights of any purchaser owning property covered by said original purported subdivision of T. W. House and J. H. B. House Subdivision and that an order should be issued authorizing said petitioner to cancel said portion of T. W. House and J. H. B. House Subdivision by written instrument recorded in the Deed Records of Fort Bend County, Texas.

Commissioner \_\_\_\_\_ moved and Commissioner

\_\_\_\_\_ seconded, that Marguerite Loftus be and she is hereby authorized to cancel said portion of T. W. House and J. H. B. House Subdivision more particularly described as follows:

A Field Note Description of 162.83 Acres of land in the William Hall League, Abstract 31, Fort Bend County, Texas; and being more particularly the remainder of that certain tract described in deed from S.J. Likins to Glenn Hanna recorded in Volume 78, page 438; Deed Records of Fort Bend County, as all of Lot #5 and 22 Acres off of the West side of Lot #6 of the T. W. and T.H.B. House Subdivision of the East end of the William Hall League according to the plat of said subdivision recorded in Volume 7, page 301; Deed Records of Fort Bend County, Texas (call 80 Acres) and also being the remainder of that certain tract described in deed from George H. Moore to Glenn Hanna recorded in Volume 112, page 484; Deed Records of Fort Bend County, Texas (call 92.27 Acres).

For Connection and place of beginning commence at a Railroad Rail found marking the Southeast corner of the David Fitzgerald League, Abstract 25 and being in the North line of said William Hall League; THENCE, South, 1591.75 feet along an old fence line to an iron pipe set at the base of a fence corner post found for a re-entrata corner of this 162.83 Acre Tract;

THENCE, East, 354.2 feet along another old fence line to an iron pipe set at the base of a fence corner post found for the Southerly Northeast corner of this 162.88 Acre Tract;

THENCE, South  $00^{\circ} 03' 20''$  East, 1594.3 feet along an old fence line to an iron pipe set for the Southeast corner of this 162.88 Acre Tract;

THENCE, South  $89^{\circ} 50' 40''$  West, along an old fence line marking the South line of a 40.5 foot private road, at 2064 feet leave said fence, at 2306 feet begins fence line again, in all 2572.81 feet to an iron pipe set in the present East right-of-way line of State Highway No. 288 (115 feet wide) for the Southwest corner of this 162.88 Acre Tract; said corner being North  $89^{\circ} 50' 40''$  East, 165.84 feet from the centerline of the Missouri Pacific Railroad.;

THENCE, Northerly along the East right-of-way line of said State Highway No. 288 with the following courses and distances and being 115.0 feet perpendicular distant from the East line of the Missouri Pacific Railroad;

North  $05^{\circ} 37'$  East, 1662.3 feet to a point;  
 North  $06^{\circ} 12'$  East, 197.67 feet to a point;  
 North  $07^{\circ} 13'$  East, 197.45 feet to a point;  
 North  $07^{\circ} 57' 40''$  East, 197.23 feet to a point;  
 North  $09^{\circ} 03' 30''$  East, 197.2 feet to a point;  
 North  $09^{\circ} 54' 10''$  East, 197.75 feet to a point;  
 North  $10^{\circ} 52' 20''$  East, 196.92 feet to a point;  
 North  $12^{\circ} 02' 20''$  East, 196.67 feet to a point;  
 North  $13^{\circ} 11'$  East, at 183.22 feet pass a concrete

highway marker, in all 194.52 feet to an iron pipe set for the Northwest corner of this 162.88 Acre Tract; said corner being South  $89^{\circ} 35'$  East, 169.45 feet from the centerline of said Railroad;

THENCE, South  $89^{\circ} 35'$  East, 1793.55 feet to the place of beginning; and containing 162.83 Acres of land; (the original call being a total of 171.27 Acres of 172.27 Acres).

And it further appearing to the Commissioners Court that although there is no contest of said application, additional time to study would be in the public interest, on motion duly made and seconded, it was decided to postpone action on this matter until August 13, 1973.

On this the 13th day of August, 1973, came on to be heard by the Commissioners' Court of Fort Bend County, Texas, at a regular meeting of such Court, motion for approval of the application of Marguerite Loftus as petitioner, for cancellation of a portion of T. W. House and J. H. B. House Subdivision according to the subdivision thereof recorded in Volume 7, page 301 of the Deed Records of Fort Bend County, Texas, to which refer, such postponed motion was duly passed, and it is therefore ordered and decreed by the Commissioners' Court of Fort Bend County, Texas, that Marguerite Loftus be and she is hereby authorized to cancel said portion of T. W. House and J. H. B. House Subdivision more particularly described as follows:

A Field Note Description of 162.83 Acres of land in the William Hall League, Abstract 31, Fort Bend County, Texas; and being more particularly the remainder of that certain tract described in deed from S.J. Likins to Glenn Hanna recorded in Volume 78, page 433; Deed Records of Fort Bend County, as all of Lot #5 and 22 Acres off of the West side of Lot #6 of the T. W. and T.H.B. House Subdivision of the East end of the William Hall League according to the plat of said subdivision recorded in Volume 7, page 301; Deed Records of Fort Bend County, Texas (call 30 Acres) and also being the remainder of that certain tract described in deed from George H. Moore to Glenn Hanna recorded in Volume 112, page 484; Deed Records of Fort Bend County, Texas (call 92.27 Acres).

For Connection and place of beginning commence at a Railroad Rail found marking the Southeast corner of the David Fitzgerald League, Abstract 25 and being in the North line of said William Hall League; THENCE, South, 1591.75 feet along an old fence line to an iron pipe set at the base of a fence corner post found for a re-entrant corner of this 162.83 Acre Tract;

THENCE, East, 354.2 feet along another old fence line to an iron pipe set at the base of a fence corner post found for the Southerly Northeast corner of this 162.83 Acre Tract;

THENCE, South  $00^{\circ} 03' 20''$  East, 1594.3 feet along an old fence line to an iron pipe set for the Southeast corner of this 162.83 Acre Tract;

THENCE, South  $89^{\circ} 50' 40''$  West, along an old fence line marking the South line of a 40.5 foot private road, at 2054 feet leave said fence, at 2306 feet begins fence line again, in all 2572.81 feet to an iron pipe set in the present East right-of-way line of State Highway No. 288 (115 feet wide) for the Southwest corner of this 162.83 Acre Tract; said corner being North  $89^{\circ} 50' 40''$  East, 165.84 feet from the centerline of the Missouri Pacific Railroad;

THENCE, Northerly along the East right-of-way line of said State Highway No. 288 with the following courses and distances and being 115.0 feet perpendicular distant from the East line of the Missouri Pacific Railroad;

North  $05^{\circ} 37'$  East, 1662.3 feet to a point;  
 North  $06^{\circ} 12'$  East, 197.67 feet to a point;  
 North  $07^{\circ} 13'$  East, 197.45 feet to a point;  
 North  $07^{\circ} 57' 40''$  East, 197.23 feet to a point;  
 North  $09^{\circ} 03' 30''$  East, 197.2 feet to a point;  
 North  $09^{\circ} 54' 10''$  East, 197.75 feet to a point;  
 North  $10^{\circ} 52' 20''$  East, 196.92 feet to a point;  
 North  $12^{\circ} 02' 20''$  East, 196.67 feet to a point;  
 North  $13^{\circ} 11'$  East, at 183.22 feet pass a concrete

highway marker, in all 194.52 feet to an iron pipe set for the Northwest corner of this 162.83 Acre Tract; said corner being South  $89^{\circ} 35'$  East, 169.45 feet from the centerline of said Railroad;

THENCE, South  $89^{\circ} 35'$  East, 1793.55 feet to the place of beginning; and containing 162.83 Acres of land; (the original call being a total of 171.27 Acres of 172.27 Acres).

which written instrument shall be recorded in the Deed Records of Fort Bend County, Texas, and it is further ordered by this Court that this Order shall be spread upon the minutes of this Court.

WITNESS the hand of the County Judge of Fort Bend County, Texas, on this 13th day of August, 1973.

Josh Gates  
 Josh Gates, County Judge  
 Fort Bend County, Texas

Commissioners Court recessed until 2:00 o'clock P.M.

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in August, 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, and approved.

RE: ADVERTISE FOR BIDS FOR 1 MOTOR GRADER FOR PRECINCT #1

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court ordered to advertise for bids for 1 Motor Grader for Precinct #1.

There being no further business, the Court adjourned at 2:10 o'clock P.M.

ATTEST: Ella Macek  
COUNTY CLERK

Josh Gates  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND

BE IT REMEMBERED: That on the 20th day of August, A. D. 1973 the commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                     |                          |
|---------------------|--------------------------|
| Josh Gates,         | County Judge             |
| Johnnie Pustka,     | Commissioner Prect. # 1  |
| Paul R. Wenzel, Jr. | Commissioner Prect. # 2  |
| J. M. Davis,        | Commissioner Prect. # 3  |
| Ed. H. Helwig,      | Commissioner Pr ect. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Davis and seconded by Commissioner Paul Wenzel, Jr., the addition of the paragraph "Provided Contractor furnish bond setting out type of bond and amount" be added to order" BID OF A. D. LANG & COMPANY OF HOUSTON, TEXAS, TO REPAIR COMPLETE COURTHOUSE ROOF, ACCEPTED." On Motion of Commissioner Johnnie Pustka and seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Regular Session of August 13, 1973, were then approved.

RE: APPLICATIONS FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Johnnie Pustka and seconded by Commissioner Paul R. Wenzel, Jr., the following applications for Soil Conservation work were approved.

Ervin Richter  
Mrs. Mary Gurecky

RE: APPROVE 1972 AUDIT FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT BY HASKENS-SELLS CERTIFIED PUBLIC ACCOUNTANTS

On Motion of Commissioner Ed. H. Helwig, and seconded by Commissioner Johnnie Pustka, the Court accepted the Audit Report of Haskens-Sells for the year ended December 31, 1972 with no exceptions.

MANUALLY SIGNED COPY

FORT BEND COUNTY, TEXAS AND  
FORT BEND COUNTY DRAINAGE DISTRICT

STATEMENTS OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 1972  
AND  
ACCOUNTANTS' OPINION

\*\*\*\*\*

HASKINS &amp; SELLS

**HASKINS & SELLS**

CERTIFIED PUBLIC ACCOUNTANTS

1200 TRAVIS  
HOUSTON, TEXAS 77002ACCOUNTANTS' OPINION

Honorable Josh Gates, County Judge,  
And Members of the Commissioners!  
Court of Fort Bend County, Texas:

We have examined the statements of cash receipts and disbursements of the various funds of Fort Bend County, Texas (Exhibits I through IV) and of Fort Bend County Drainage District (Exhibit V) for the year ended December 31, 1972. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statements present fairly the cash receipts and disbursements of the various funds of Fort Bend County, Texas and of Fort Bend County Drainage District for the year ended December 31, 1972.

*Haskins & Sells*

July 13, 1973

EXHIBIT I

FORT BEND COUNTY, TEXAS

ALL FUNDS  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS, BY FUND  
FOR THE YEAR ENDED DECEMBER 31, 1972

| GENERAL FUND | JURY FUND | ROAD AND BRIDGE FUND | PERMANENT IMPROVEMENT FUND | SPECIAL FUNDS (EXHIBIT II) | DEBT SERVICE FUNDS (EXHIBIT III) | ROAD BOND AVAILABLE FUND | TRUST AND AGENCY FUNDS (EXHIBIT IV) |
|--------------|-----------|----------------------|----------------------------|----------------------------|----------------------------------|--------------------------|-------------------------------------|
| 187,236      | 6,201     | 165,350              | 2,067                      | 120,449                    | 82,026                           | 209,564                  | 110,719                             |
| 84,435       | 13,560    | 255,365              | 31,167                     | 90,084                     | 341,261                          |                          |                                     |
| Total        | 19,761    | 420,715              | 33,234                     | 210,533                    | 423,287                          | 209,564                  | 110,719                             |

CASH BALANCES, JANUARY 1, CONSISTING OF:

Ad valorem taxes collected in 1971 for use in 1972 (Note I).....  
Collections other than 1971 ad valorem taxes.....  
Total.....

RECEIPTS:

Ad valorem taxes:

Current:

|  |             |          |             |          |             |           |           |
|--|-------------|----------|-------------|----------|-------------|-----------|-----------|
| 1971 tax levy.....                                     | 371,800     | 12,434   | 331,571     | 4,145    | 267,513     | 163,521   |           |
| 1972 tax levy (Note I).....                            | 222,151     | 7,131    | 190,336     | 2,377    | 146,552     | 28,610    |           |
| Delinquent.....  | 9,622       | 321      | 9,130       | 107      | 5,815       | 4,875     |           |
| Redemption of U. S. Treasury bills.....                | 638,985     |          | 736,498     | 39,245   | 133,439     | 727,405   | 295,359   |
| Fees of office.....                                    |             |          | 175,000     |          | 425,108     |           | 127,999   |
| Automobile registration fees.....                      | 65,318      | 136      |             |          | 11,283      |           | 302,445   |
| Fees - Other.....                                      |             |          |             |          |             |           |           |
| Grant funds advanced.....                              |             |          |             |          | 50,781      |           | 50,336    |
| State aid.....   |             |          | 33,134      |          | 1,935       |           | 12,440    |
| Fines and forfeitures.....                             | 11,015      |          | 13,502      | 755      | 1,561       | 12,595    | 4,641     |
| Interest.....  | 26,901      |          |             |          |             |           |           |
| Refunds.....   |             |          |             |          |             |           | 263,634   |
| Payroll and income tax transfers from other funds..... | 639         |          | 13,349      |          | 143,648     |           |           |
| Interfund transfers.....                               | 11,098      |          | 16,741      |          |             | 24        |           |
| Other.....   |             |          |             |          |             |           |           |
| Total.....   | \$1,357,529 | \$20,022 | \$1,519,261 | \$46,629 | \$1,187,635 | \$937,030 | \$350,336 |
|  |             |          |             |          |             |           | \$708,519 |

(Continued) - 1.

EXHIBIT I

PORT BEND COUNTY, TEXAS  
ALL FUNDS  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS, BY FUND, ETC.

| GENERAL<br>FUND                                   | JURY<br>FUND | ROAD AND<br>BRIDGE FUND | PERMANENT<br>IMPROVEMENT<br>FUND | SPECIAL FUNDS<br>(EXHIBIT II) | DEBT SERVICE<br>FUNDS<br>(EXHIBIT III) | ROAD BOND<br>AVAILABLE<br>FUND | TRUST AND<br>AGENCY FUNDS<br>(EXHIBIT IV) |
|---|--------------|-------------------------|----------------------------------|-------------------------------|--|--------------------------------|---|
| DISBURSEMENTS:                                    |              |                         |                                  |                               |  |                                |   |
| Purchase of U. S. Treasury bills.....             | \$ 638,985   |                         |                                  |                               |  |                                | \$127,999                                 |
| Administration of justice.....                    | 78,990       | \$19,444                |                                  |                               |  |                                | 39,516                                    |
| Health and welfare.....                           | 113,779      |                         |                                  |                               |  |                                |   |
| Cooperative work.....                             | 71,840       |                         |                                  |                               |  |                                |   |
| General administration.....                       | 172,176      |                         |                                  |                               |  |                                |   |
| Libraries and education.....                      |              |                         |                                  |                               |  |                                |   |
| Taxation.....                                     |              |                         |                                  |                               |  |                                |   |
| Maintenance:                                      |              |                         |                                  |                               |  |                                |   |
| County roads.....                                 |              |                         | 692,531                          |                               |  |                                |   |
| Other County properties.....                      |              |                         | 2,090                            | 10,344                        |  | 60,542                         |   |
| Construction of roads.....                        |              |                         |                                  |                               | 159,000                                |                                |   |
| Redemption of debt.....                           |              |                         |                                  |                               | 18,578                                 |                                |   |
| Interest on debt.....                             |              |                         |                                  |                               |  |                                | 7,931                                     |
| Transfer to Texas County and District             |              |                         |                                  |                               |  |                                | 256,383                                   |
| Retirement System.....                            |              |                         |                                  |                               |  |                                | 639                                       |
| Payroll and income tax payments.....              |              |                         |                                  |                               |  |                                |   |
| Interfund transfers.....                          |              |                         |                                  |                               |  |                                |   |
| Other.....  |              |                         |                                  |                               |  |                                |   |
| Total.....  | 143,648      |                         |                                  |                               |  |                                |   |
|   | 11,309       |                         |                                  |                               |  |                                |   |
|   | 1,230,727    | 19,444                  | 1,431,119                        | 49,589                        | 1,173,576                              | 933,009                        | 432,468                                   |
|   | 126,802      | 578                     | 88,142                           | (2,960)                       | 14,059                                 | 4,021                          | (5,565)                                   |
|   |              |                         |                                  |                               |  |                                | 276,051                                   |
| RECEIPTS OVER (UNDER) DISBURSEMENTS.....          |              |                         |                                  |                               |  |                                |   |
| CASH BALANCES, DECEMBER 31, CONSISTING OF:        |              |                         |                                  |                               |  |                                |   |
| Ad valorem taxes collected in 1972 for use        | 222,151      | 7,131                   | 190,336                          | 2,377                         | 146,552                                | 28,610                         | 386,770                                   |
| in 1973 (Note 1).....                             | 176,322      | 13,208                  | 318,521                          | 27,897                        | 78,040                                 | 398,698                        |   |
| Collections other than 1972 ad valorem taxes..... |              |                         |                                  |                               |  |                                |   |
| TOTAL.....  | \$ 398,473   | \$20,339                | \$ 508,857                       | \$30,274                      | \$ 224,592                             | \$427,308                      | \$386,770                                 |

See the accompanying notes to this statement.

FORT BEND COUNTY, TEXAS

EXHIBIT II

SPECIAL FUNDS  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS, BY FUND AND COMBINED  
FOR THE YEAR ENDED DECEMBER 31, 1972

|   | FARM TO MARKET<br>AND LATERAL<br>ROADS FUND | LATERAL<br>ROAD<br>ACCOUNT | OFFICERS'<br>SALARY<br>FUND | LIBRARY<br>FUND | COUNTY LAW<br>LIBRARY<br>FUND | CERTIFICATE<br>OF TITLE<br>FUND | VOTER<br>REGISTRATION<br>FUND | COMBINED   |
|---|---|----------------------------|-----------------------------|-----------------|-------------------------------|---------------------------------|-------------------------------|------------|
| CASH BALANCES, JANUARY 1, CONSISTING OF:          |   |                            |                             |                 |                               |                                 |                               |            |
| Ad valorem taxes collected in 1971 for use in     |   |                            |                             |                 |                               |                                 |                               | \$ 120,449 |
| 1972 (Note 1).....                                | \$105,981                                   | \$ 38,118                  | 23                          | \$ 14,468       | \$3,514                       | \$ 480                          |                               | 90,084     |
| Collections other than 1971 ad valorem taxes..... | 21,558                                      |                            |                             | 26,391          |                               | 480                             |                               | 210,533    |
| Total.....  | 127,539                                     | 38,118                     | 23                          | 40,859          | 3,514                         |                                 |                               |            |

|   |         |        |         |        |       |       |         |           |
|---|---------|--------|---------|--------|-------|-------|---------|-----------|
| RECEIPTS:                               |         |        |         |        |       |       |         |           |
| Ad valorem taxes:                       |         |        |         |        |       |       |         |           |
| Current:                                |         |        |         |        |       |       |         |           |
| 1971 tax levy.....                      | 238,500 |        |         | 29,013 |       |       |         | 267,513   |
| 1972 tax levy (Note 1).....             | 120,405 |        |         | 26,147 |       |       |         | 146,552   |
| Delinquent.....                         | 5,067   |        |         | 748    |       |       |         | 5,815     |
| Redemption of U. S. Treasury bills..... | 99,058  |        | 425,108 | 34,381 |       |       |         | 133,439   |
| Fees of office.....                     |         |        |         |        | 2,131 | 3,109 | \$6,043 | 425,108   |
| Fees - Other.....                       |         | 47,518 | 3,263   |        |       |       |         | 11,283    |
| State aid.....                          |         |        |         | 1,935  |       |       |         | 50,781    |
| Fines and forfeitures.....              | 942     |        |         | 619    |       |       |         | 1,935     |
| Interest.....                           |         |        | 143,648 |        |       |       |         | 1,561     |
| Transfer from General Fund.....         |         |        |         |        |       |       |         | 143,648   |
| Total.....                              | 463,972 | 47,518 | 572,019 | 92,843 | 2,131 | 3,109 | 6,043   | 1,187,635 |

|   |           |           |         |           |         |        |         |            |
|---|-----------|-----------|---------|-----------|---------|--------|---------|------------|
| DISBURSEMENTS:                                    |           |           |         |           |         |        |         |            |
| Purchase of U. S. Treasury bills.....             | 99,058    |           |         | 34,381    |         |        |         | 133,439    |
| Administration of Justice.....                    |           |           | 294,817 |           |         |        |         | 294,817    |
| General administration.....                       |           |           | 180,115 |           |         |        |         | 183,607    |
| Libraries and education.....                      |           |           | 79,578  |           | 1,783   |        |         | 81,361     |
| Taxation.....                                     |           |           |         |           |         | 3,046  |         | 100,156    |
| Maintenance of County roads.....                  |           |           |         |           |         |        |         | 380,196    |
| Total.....  | 320,512   | 59,684    | 97,110  |           |         |        |         | 1,173,576  |
| RECEIPTS OVER (UNDER) DISBURSEMENTS.....          | 419,570   | 59,684    | 572,042 | 113,959   | 1,783   | 3,046  |         | 3,492      |
| CASH BALANCES, DECEMBER 31, CONSISTING OF:        | 44,402    | (12,166)  | (23)    | (21,116)  | 348     | 63     |         | 2,551      |
| Ad valorem taxes collected in 1972 for use in     |           |           |         |           |         |        |         |            |
| 1973 (Note 1).....                                | 120,405   | 25,952    |         | 26,147    | 3,862   | 543    |         | 146,552    |
| Collections other than 1972 ad valorem taxes..... | 51,536    |           |         | (6,404)   |         |        |         | 78,040     |
| TOTAL.....  | \$171,941 | \$ 25,952 |         | \$ 19,743 | \$3,862 | \$ 543 | \$2,551 | \$ 224,592 |

See the accompanying notes to this statement.

FORT BEND COUNTY, TEXAS

EXHIBIT III

DEBT SERVICE FUNDS  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS, BY FUND AND COMBINED  
FOR THE YEAR ENDED DECEMBER 31, 1972

| FORT BEND COUNTY |            | FORT BEND COUNTY |                  | ROAD DISTRICT |             | ROAD DISTRICT |               | ROAD DISTRICT |             | ROAD DISTRICT |             | COMBINED |
|------------------|------------|------------------|------------------|---------------|-------------|---------------|---------------|---------------|-------------|---------------|-------------|----------|
| TIME WARRANTS    | ROAD BONDS | UNLIMITED TAX    | ROAD BONDS       | NO. 1         | SERIES 1947 | NO. 7         | SERIES 1954-A | NO. 9         | SERIES 1947 | NO. 10        | SERIES 1947 |          |
| SERIES 1969      |            |                  | SERIES 1962-1966 | BONDS         |             | BONDS         |               | BONDS         |             | BONDS         |             |          |

|  |          |           |          |        |       |        |           |  |  |  |  |  |
|--|----------|-----------|----------|--------|-------|--------|-----------|--|--|--|--|--|
| CASH BALANCES, JANUARY 1, CONSISTING OF:   |          |           |          |        |       |        |           |  |  |  |  |  |
| Ad valorem taxes collected in 1971 for use |          |           |          |        |       |        |           |  |  |  |  |  |
| in 1972 (Note 1).....                      | \$ 6,200 | \$ 73,323 | \$ 1,639 | \$ 293 | \$ 1  | \$ 570 | \$ 82,026 |  |  |  |  |  |
| Collections other than 1971 ad valorem     | 3,967    | 297,888   | 16,646   | 8,995  | 8,897 | 4,868  | 341,261   |  |  |  |  |  |
| taxes.....                                 | 10,167   | 371,211   | 18,285   | 9,288  | 8,898 | 5,438  | 423,287   |  |  |  |  |  |
| Total.....                                 |          |           |          |        |       |        |           |  |  |  |  |  |

|  |          |           |            |           |           |           |         |  |  |  |  |  |
|--|----------|-----------|------------|-----------|-----------|-----------|---------|--|--|--|--|--|
| RECEIPTS:                                  |          |           |            |           |           |           |         |  |  |  |  |  |
| Ad valorem taxes:                          |          |           |            |           |           |           |         |  |  |  |  |  |
| Current:                                   |          |           |            |           |           |           |         |  |  |  |  |  |
| 1971 tax levy.....                         | 12,434   | 147,812   | 2,572      | 46        | 657       | 163,521   |         |  |  |  |  |  |
| 1972 tax levy (Note 1).....                | 4,754    | 23,856    |            |           | 28,610    |           |         |  |  |  |  |  |
| Delinquent.....                            | 321      | 2,895     | 966        | 161       | 486       | 4,875     |         |  |  |  |  |  |
| Redemption of U. S. Treasury bills.....    |          | 727,405   |            |           | 727,405   |           |         |  |  |  |  |  |
| Interest.....                              |          | 12,595    |            |           | 12,595    |           |         |  |  |  |  |  |
| Other.....                                 |          |           | 24         |           |           | 24        |         |  |  |  |  |  |
| Total.....                                 | 17,509   | 914,563   | 3,562      | 207       | 46        | 1,143     | 937,030 |  |  |  |  |  |
| DISBURSEMENTS:                             |          |           |            |           |           |           |         |  |  |  |  |  |
| Purchase of U. S. Treasury bills.....      |          | 727,405   |            |           |           | 727,405   |         |  |  |  |  |  |
| Redemption of debt.....                    | 8,000    | 125,000   | 16,000     | 4,000     | 2,000     | 159,000   |         |  |  |  |  |  |
| Interest on debt.....                      | 4,200    | 14,060    | 180        | 60        | 28        | 18,578    |         |  |  |  |  |  |
| Transfers to Road and Bridge Fund.....     |          |           | 3,867      | 3,635     | 5,116     | 13,349    |         |  |  |  |  |  |
| Other.....                                 | 1,200    | 6,277     | 1,800      | 1,800     | 1,800     | 14,677    |         |  |  |  |  |  |
| Total.....                                 | 13,400   | 872,742   | 21,847     | 9,495     | 8,944     | 933,009   |         |  |  |  |  |  |
| RECEIPTS OVER (UNDER) DISBURSEMENTS.....   | 4,109    | 41,821    | \$(18,285) | \$(9,288) | \$(8,898) | \$(5,438) | 4,021   |  |  |  |  |  |
| CASH BALANCES, DECEMBER 31, CONSISTING OF: |          |           |            |           |           |           |         |  |  |  |  |  |
| Ad valorem taxes collected in 1972 for use | 4,754    | 23,856    |            |           |           | 28,610    |         |  |  |  |  |  |
| in 1973 (Note 1).....                      | 9,522    | 389,176   |            |           |           | 398,698   |         |  |  |  |  |  |
| Collections other than 1972 ad valorem     |          |           |            |           |           |           |         |  |  |  |  |  |
| taxes.....                                 | \$14,276 | \$413,032 |            |           |           | \$427,308 |         |  |  |  |  |  |
| TOTAL.....                                 |          |           |            |           |           |           |         |  |  |  |  |  |

See the accompanying notes to this statement.

PORT BEND COUNTY, TEXAS

TRUST AND AGENCY FUNDS  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS,  
BY FUND AND COMBINED  
FOR THE YEAR ENDED DECEMBER 31, 1972

|  | INCOME TAX FUND | SOCIAL SECURITY FUND | EMPLOYEES' RETIREMENT SYSTEM FUND | CRIMINAL JUSTICE PLANNING FUND | REVENUE SHARING TRUST FUND | MAJOR CRIME TASK FORCE GRANT FUND | COMBINED  |
|--|-----------------|----------------------|-----------------------------------|--------------------------------|----------------------------|-----------------------------------|-----------|
| CASH BALANCES, JANUARY 1 - Consisting of collections other than 1971 ad valorem taxes.....   | \$ 9,230        | \$ 91,644            | \$ 7,931                          | \$ 1,914                       |                            |                                   | \$110,719 |
| RECEIPTS:  |                 |                      |                                   |                                |                            |                                   |           |
| Grant funds advanced.....  |                 |                      |                                   |                                | \$249,148                  | \$53,297                          | 302,445   |
| Payroll and income tax transfers from other funds.....                                       | 149,251         | 114,383              |                                   | 12,440                         |                            |                                   | 263,634   |
| Fines and forfeitures.....   |                 | 2,001                |                                   |                                |                            |                                   | 2,001     |
| Interest.....  |                 | 127,999              |                                   |                                |                            |                                   | 127,999   |
| Redemption of U. S. Treasury bills.....  |                 |                      |                                   |                                |                            |                                   |           |
| Total.....   | 149,251         | 244,383              |                                   | 12,440                         | 249,148                    | 53,297                            | 708,519   |
| DISBURSEMENTS:   |                 |                      |                                   |                                |                            |                                   |           |
| Purchase of U. S. Treasury bills.....  |                 | 127,999              |                                   |                                |                            |                                   | 127,999   |
| Administration of Justice.....   |                 |                      |                                   | 11,702                         |                            |                                   | 39,516    |
| Payroll and income tax payments.....   | 146,562         | 109,821              |                                   |                                |                            |                                   | 256,383   |
| Transfer to Texas County and District Retirement System.....                                 |                 |                      | 7,931                             |                                |                            |                                   | 7,931     |
| Transfers to General Fund.....   |                 |                      |                                   | 639                            |                            |                                   | 639       |
| Total.....   | 146,562         | 237,820              | 7,931                             | 12,341                         |                            |                                   | 432,468   |
| RECEIPTS OVER (UNDER) DISBURSEMENTS.....   | 2,689           | 6,563                | \$(7,931)                         | 99                             | 249,148                    | 25,483                            | 276,051   |
| CASH BALANCES, DECEMBER 31 - Consisting of collections other than 1972 ad valorem taxes..... | \$ 11,919       | \$ 98,207            |                                   | \$ 2,013                       | \$249,148                  | \$25,483                          | \$386,770 |

See the accompanying notes to this statement.

FORT BEND COUNTY, TEXASNOTES TO STATEMENT  
OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 1972

## 1. AD VALOREM TAX COLLECTIONS

For budgetary control purposes, ad valorem taxes collected during the last quarter of any year are not made available for expenditure until the following year.

## 2. ESCROW MONIES HELD FOR OTHERS

The accompanying statement does not include certain escrow monies, subject to judicial order for the account of designated parties, held in trust by the District Clerk and County Clerk of Fort Bend County, Texas.

PORT BEND COUNTY DRAINAGE DISTRICT

EXHIBIT V

ALL FUNDS  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS, BY FUND  
FOR THE YEAR ENDED DECEMBER 31, 1972

|  | MAINTENANCE<br>AVAILABLE<br>FUND | BOND<br>AVAILABLE<br>FUND | SOCIAL<br>SECURITY<br>FUND |
|--|----------------------------------|---------------------------|----------------------------|
| CASH BALANCES, JANUARY 1, CONSISTING OF:                         |                                  |                           |                            |
| Ad valorem taxes collected in 1971 for use in 1972 (Note 2)..... | \$ 99,763                        | \$107,351                 | \$13,656                   |
| Collections other than 1971 ad valorem taxes.....                | 35,792                           |                           |                            |
| Total.....   | 135,555                          | 107,351                   | 13,656                     |
| RECEIPTS:  |                                  |                           |                            |
| Ad valorem taxes:  |                                  |                           |                            |
| Current:   |                                  |                           |                            |
| 1971 tax levy.....   | 201,191                          |                           |                            |
| 1972 tax levy (Note 2).....                                      | 114,889                          |                           |                            |
| Delinquent.....  | 6,602                            |                           |                            |
| Redemption of U. S. Treasury bills.....                          | 246,088                          | 196,462                   | 19,688                     |
| Interest.....  | 3,912                            | 3,538                     | 312                        |
| Equipment rentals.....   | 6,310                            |                           |                            |
| Payroll tax transfers from Maintenance Available Fund.....       |                                  |                           | 16,808                     |
| Other.....   | 9,454                            |                           |                            |
| Total.....   | 588,446                          | 200,000                   | 36,808                     |
| DISBURSEMENTS:   |                                  |                           |                            |
| Purchase of U. S. Treasury bills.....                            | 246,088                          | 196,462                   | 19,688                     |
| Maintenance of district projects.....                            | 299,839                          |                           | 16,296                     |
| Payroll tax payments.....  |                                  |                           | 117                        |
| Other.....   |                                  |                           |                            |
| Total.....   | 545,927                          | 196,462                   | 36,101                     |
| RECEIPTS OVER DISBURSEMENTS.....                                 |                                  |                           |                            |
|  | 42,519                           | 3,538                     | 707                        |
| CASH BALANCES, DECEMBER 31, CONSISTING OF:                       |                                  |                           |                            |
| Ad valorem taxes collected in 1972 for use in 1973 (Note 2)..... | 114,889                          |                           |                            |
| Collections other than 1972 ad valorem taxes.....                | 63,185                           | 110,889                   | 14,363                     |
| TOTAL.....   | \$178,074                        | \$110,889                 | \$14,363                   |

See the accompanying notes to this statement.

FORT BEND COUNTY DRAINAGE DISTRICTNOTES TO STATEMENT  
OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 1972

## 1. GENERAL

Fort Bend County Drainage District was created in 1949 by the Texas Legislature for the purpose of reclamation and drainage of overflowed lands needing drainage. The boundaries of the District are the same as those of Fort Bend County; and the Commissioners' Court of Fort Bend County is the governing body and the agency through which the management and control of the District are administered.

## 2. AD VALOREM TAX COLLECTIONS

For budgetary control purposes, ad valorem taxes collected during the last quarter of any year are not made available for expenditure until the following year.

---

RE: APPROVE NEW VOTING PRECINCT FOR QUAIL VALLEY EFFECTIVE JANUARY 1, 1974

On Motion of Commissioner Johnnie Davis and seconded by Commissioner Paul R. Wenzel, Jr. and approved; the Court approved a Voting Precinct for Quail Valley which is near Missouri City effective January 1, 1974. This is to be Precinct No. 28.

13

MISSOURI CITY

13

BEGINNING at a point on the Fort Bend and Harris Counties line where the Stafford and Missouri City, City Limit line meets;

THENCE in a Counterclockwise direction following Missouri City, City Limit line, as shown on the plat setting up Voting Precincts on August 28, 1972 and recorded in Vol 4 pages 476 and 477, of the Fort Bend County Commissioners' Court Minutes, to its' intersection with the centerline of Court Road;

THENCE East with the centerline of Court Road, continuing across FM #2234 along the extension of Court Road to its' intersection with the Missouri City, City Limit line;

THENCE in a Counterclockwise direction with the Missouri City, City Limit line, referred to above, to its' intersection with the Fort Bend and Harris Counties line;

THENCE Northwest following the common line between Fort Bend and Harris Counties to the place of BEGINNING.

August 31, 1973

28

MISSOURI CITY

28

BEGINNING at the point in the Missouri City, City Limit line where Cartwright Road intersects Court Road;

THENCE in a Counterclockwise direction following the Missouri City, City Limit line, as shown on the plat setting up Voting Precincts on August 28, 1972 and recorded in Vol. 4 pages 476 and 477, of the Fort Bend County Commissioners' Court Minutes, to its' interection with the extension of the centerline of Court Road;

THENCE West along centerline; of the extensions of Court Road across FM #2234, continuing along the centerline of Court Road to the PLACE OF BEGINNING.

August 31, 1973

RE: REMOVE DEPOSIT WARRANTS FROM COUNTY CLERK'S OFFICE TO TREASURER'S OFFICE

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr., the Court adopted the policy relieving the County Clerk of preparing deposit warrants. The County Treasurer assumes this under S.B. 103 which is an amendment to Article 1657. Sect. 1. The Treasurers' Deposit Statute.

RE: APPROVE APPLICATION AND PERMIT GRANTING TELEPHONE CABLE CROSSING FORT BEND TELEPHONE COMPANY-KATY AREA

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr., the Commissioners Court approved the application & Permit granting telephone cable Crossings to Fort Bend Telephone Co. in the Katy Area.

APPLICATION FOR AND PERMIT  
GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW FORT BEND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still available for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

A Bond is required to be in force during the construction period and for one year thereafter, to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 13 day of August 19 73

Fort Bend Telephone Company

John F. Callender  
By John F. Callender, General Manager

Attest: Secretary

## PERMIT

IN THE COMMISSIONER'S COURT -----FORT BEND COUNTY, TEXAS

ON THIS the 20th day of August 19 73,

on motion duly made, seconded and passed by the COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes, the above petition is hereby granted, and said applicant is hereby granted (so far as the County is able to grant) permission right and privilege to lay, maintain, repair and operate a buried telephone cable under and across the certain roads, ditches, drainage canals and highways as shown on the plats attached to said application on file in the COUNTY JUDGE'S OFFICE; upon the condition and agreements of petitioner, said buried cable is to be laid, operated, repaired and maintained so as not to interfere with drainage and proper maintenance and free and undisturbed use of said roads, ditches, drainage canals and highways, to repair all damage incurred due to the construction and maintenance, and to relocate or change at petitioner's risk and expense as directed by the COMMISSIONERS' COURT upon reasonable notice, and to save the COUNTY, each of its COMMISSIONERS' and the Drainage District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXASBy: Joseph G. Galt

County Judge



1. *Journal of the American Medical Association*, 1997; 278: 1019-1024.

RE: APPROVE NEW EASEMENT GRANT AND ABANDONMENT OF EXISTING EASEMENT ON RE-ALIGNMENT OF CLEAR CREEK

On Motion of Commissioner Johnnie Davis and Seconded by Commissioner Johnnie Pustka, the Court accepted the proposal of re-alignment of clear creek on new easement grant and abandonment of existing Easement.

NEW EASEMENT GRANT AND  
ABANDONMENT OF EXISTING EASEMENT

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

WHEREAS, by instrument recorded in Volume 338, Page 287 of the Deed Records of Fort Bend County, Texas, a drainage easement for Clear Creek over and across certain property as described in said instrument was granted and dedicated; and

WHEREAS, said easement runs over and across, and affects and benefits certain property, the title to which is in Blue Ridge Associates, a Joint Venture composed of J-L-R Company, a Delaware corporation, and Kevaland Texas Corporation, a Texas corporation (hereinafter referred to as "the Owners"), and on which property Springfield Institution for Savings, of the County of Hampden, Commonwealth of Massachusetts and First City National Bank of Houston, a national banking association, of the County of Harris, State of Texas (hereinafter referred to as "the Lienholders") hold liens; and

WHEREAS, the Owners, by the execution of this instrument desire to realign said drainage easement and to define, grant and dedicate a new easement over and across the two (2) tracts of land described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Fort Bend County Commissioner's Court joins in the execution hereof (1) to evidence their

5

abandonment of the old easement, to the extent that the drainage easement for Clear Creek shall be realigned by the easement granted and dedicated hereunder, and (2) to accept the dedication of the easement granted hereunder for the use and benefit of the Public;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: (1) That for and in consideration of the premises and ten dollars cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Owners herein have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY, unto the County of Fort Bend for the use and benefit of the Public, a perpetual easement for drainage purposes over and across the two (2) tracts of land containing 4.9402 and 8.2125 acres respectively out of the James Poitevent Survey No. 4 as more particularly described in Exhibit "A" attached and incorporated herein, TO HAVE AND TO HOLD said premises as a drainage easement unto the said County of Fort Bend for public use forever; (2) that for and in consideration of the premises and the Easement Grant and Dedication by Owners in paragraph number one (1) above, the County of Fort Bend, by and through its duly elected governing body, the County Commissioner's Court, does hereby AFFIRM and APPROVE the above described Easement Grant, does hereby ACCEPT the dedication of said easement to the use and benefit of the Public and does hereby ABANDON and QUIT-CLAIM unto the said Owners that portion of the easement first set out above, to the extent that the easement granted herein realigns and redefines the drainage easement for Clear Creek; and (3) that the Lienholders join in the execution hereof to evidence their approval of the

foregoing and do hereby subordinate their lien in all things  
to the grant and dedication of the easement herein set out.

EXECUTED THIS 21<sup>st</sup> day of May, 1973.

"OWNERS"

BLUE RIDGE ASSOCIATES, a Joint  
Venture Composed of:

ATTEST:

Richard L. Lamm  
Asst. Secretary

BY: J-L-R COMPANY, ~~Joint Venturer~~

BY: J. M. Jiggs  
Vice President

ATTEST:

Eugene E. Ehlke  
Secretary

BY: KEVALAND TEXAS CORPORATION,

BY W. Scott Moore  
Vice President

FORT BEND COUNTY COMMISSIONER'S COURT

Josh Bates  
County Judge

J. M. Dault  
County Commissioner

John Dault  
County Commissioner

Ed Selving  
County Commissioner

Paul Wenzel  
County Commissioner

"LIENHOLDERS"

ATTEST:

Julian H. Robinson  
Clerk

SPRINGFIELD INSTITUTION FOR SAVINGS

BY Harold C. Smith  
Vice President

ATTEST:

A. Larry Chapman  
Asst. Cashier

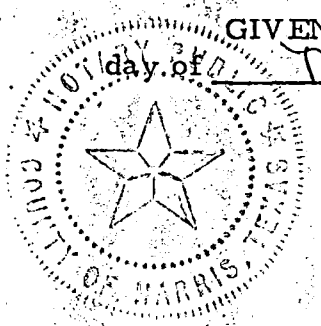
FIRST CITY NATIONAL BANK OF HOUSTON

BY W. H. Hufschmidt  
Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. Edwards, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of J-L-R COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



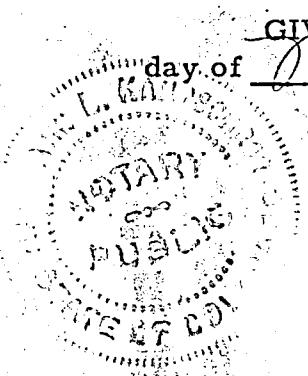
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21<sup>st</sup> day of May, 1973, A. D.

J. M. Edwards  
Notary Public in and for Harris County, Texas

THE STATE OF COLORADO

CITY AND COUNTY OF DENVER

BEFORE ME, the undersigned authority, on this day personally appeared H. Scott Moore, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of KEVALAND TEXAS CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25<sup>th</sup> day of May, 1973, A. D.

Theresa Ann L. Lampshire  
Notary Public in and for City and County of  
Denver, Colorado

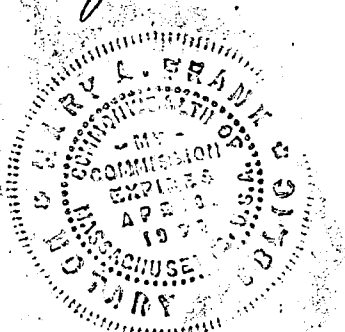
My Commission Expires Jan. 15, 1977.

THE STATE OF MASSACHUSETTS

COUNTY OF HAMPDEN

BEFORE ME, the undersigned authority, on this day personally appeared Harold B. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of SPRINGFIELD INSTITUTION FOR SAVINGS, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7<sup>th</sup> day of June, 1973, A. D.



Harold B. Smith  
Notary Public in and for Hampden County,  
MASSACHUSETTS

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared C. A. Whiteford, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of FIRST CITY NATIONAL BANK OF HOUSTON, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of July, 1973, A. D.

Beverly J. Clayton  
Notary Public in and for Harris County, Texas

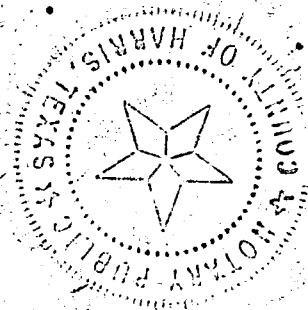


EXHIBIT "A"

Blue Ridge  
Realignment of Clear Creek  
Southeast Portion

January 8, 1973  
Rev: April 13, 1973

DESCRIPTION OF TWO TRACTS OF LAND  
IN THE JAMES POITEVENT SURVEY, NUMBER 4  
ALSO REFERRED TO AS THE F. FRIEDENHAUS SURVEY, ABSTRACT 513,  
FORT BEND COUNTY, TEXAS

TRACT FOUR:

4.9402 acres of land in the James Poitevent Survey Number 4 (F. Friedenhaus Survey, Abstract 513), Fort Bend County, Texas:

COMMENCING at a concrete monument, said point being the southeast corner of that certain 120.76 acre tract of land referred to in deed recorded in Volume 464, Page 557, Fort Bend County Deed Records, Fort Bend County, Texas, said point also being in the north line of McHard Road (F.M. 2234) based on a width of 100 feet;

THENCE N 0° 35' 03" E, 880.00 feet to a point marking the southeast corner and the POINT OF BEGINNING of the herein described tract of land;

THENCE S 75° 13' 39" W, 511.68 feet to an angle point;

THENCE S 89° 56' 21" W, 737.11 feet to an angle point, said point being in the line of an arc of a curve which bears to the right, said point also being the southwest corner of the herein described tract of land;

THENCE in a northerly direction along the arc of said curve to the right, having a radius of 1950.00 feet and subtending a central angle of 05° 18' 13" a distance of 180.50 feet to an angle point and the northwest corner of the herein described tract of land;

THENCE N 89° 56' 21" E, 670.57 feet to an angle point;

THENCE N 75° 13' 39" E, 537.15 feet to an angle point, and the northeast corner of the herein described tract of land;

THENCE S 00° 35' 03" W, 181.48 feet to the POINT OF BEGINNING and containing 4.9402 acres of land;

TRACT THREE:

8.2125 acres of land in the James Poitevent Survey, Number 4, (also referred to as the F. Friedenhaus Survey, Abstract 513,) Fort Bend County, Texas:

COMMENCING at a concrete monument, said point being the southeast corner of that certain 120.76 acre tract of land referred to in deed recorded in Volume 464, Page 557, Fort Bend County Deed Records, Fort Bend County, Texas, said point also being in the north line of McHard Road, (F.M. 2234) based on a width of 100 feet;

Blue Ridge  
 Realignment of Clear Creek  
 Southeast Portion  
 January 8, 1973

Page 2

THENCE S 89° 56' 21" W, 2016.45 feet along the north line of said McHard Road to an angle point;

THENCE S 89° 58' 44" W, 855.75 feet along the north line of said McHard Road to the most southerly southeast corner and the POINT OF BEGINNING of the herein described tract of land;

THENCE S 89° 58' 44" W, 243.23 feet along the north line of said McHard Road to the most southerly southwest corner of the herein described tract of land, said point also being in the southeasterly line of a 75 foot-wide Coastal States Crude Gathering Company easement recorded in Volume 528, Page 211, Fort Bend County Deed Records;

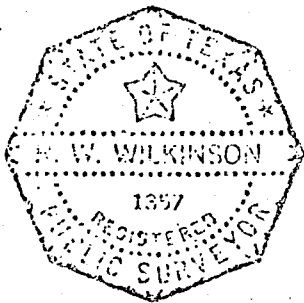
THENCE N 43° 58' 04" E, 1285.46 feet along the southeasterly line of said Coastal States Crude Gathering Company easement to the most northerly northwest corner of the herein described tract of land;

THENCE N 89° 56' 21" E, 939.65 feet to the most northerly northeast corner of the herein described tract of land, said point also lying in the arc of a curve which bears to the left;

THENCE in a southerly direction along the arc of said curve to the left, having a radius of 2050.00 feet and subtending a central angle of 05° 01' 46", a distance of 179.95 feet to the most northerly southeast corner of the herein described tract of land;

THENCE S 89° 56' 21" W, 823.74 feet to an angle point;

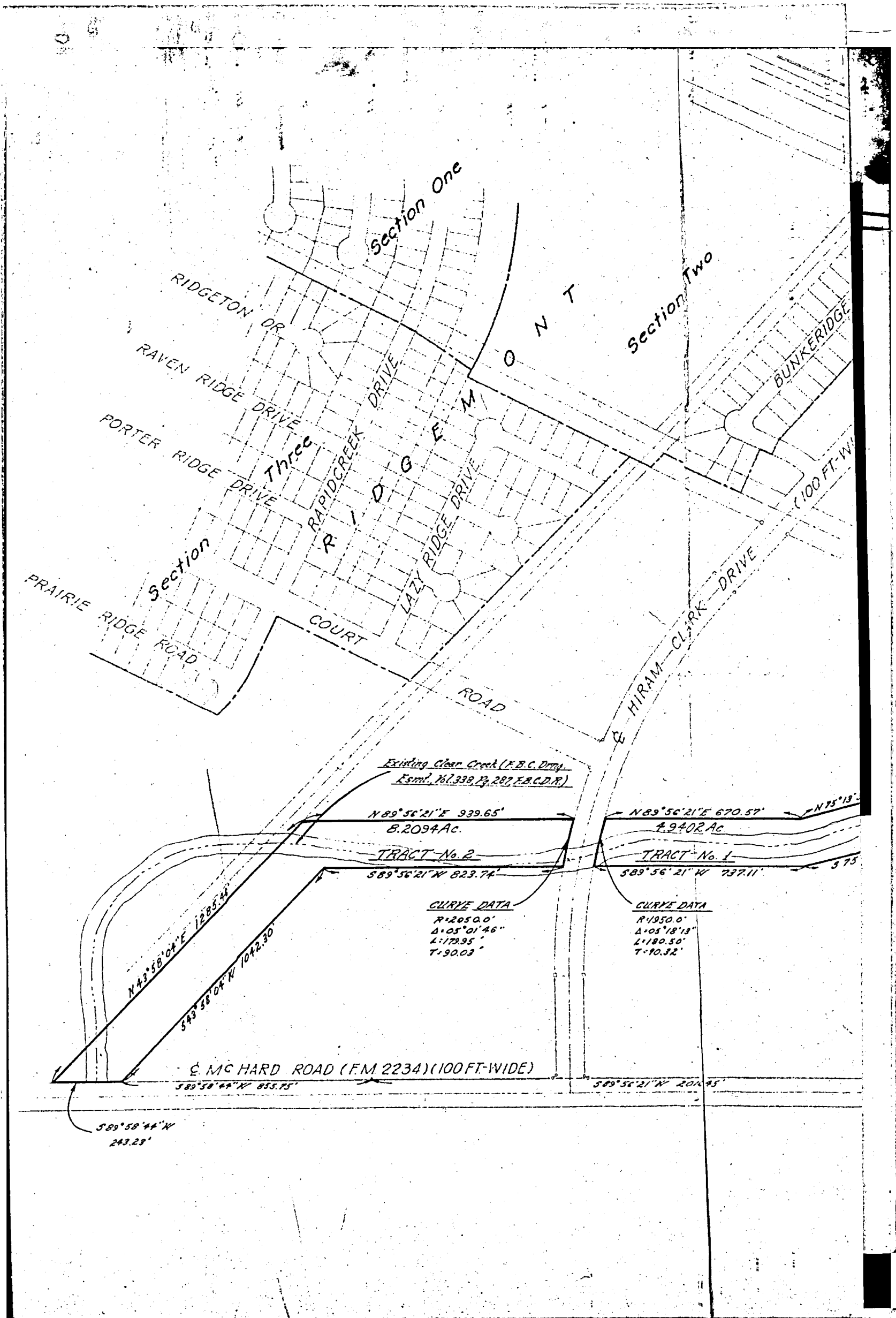
THENCE S 43° 58' 94" W, 1042.30 feet to the POINT OF BEGINNING and containing 8.2094 acres of land.

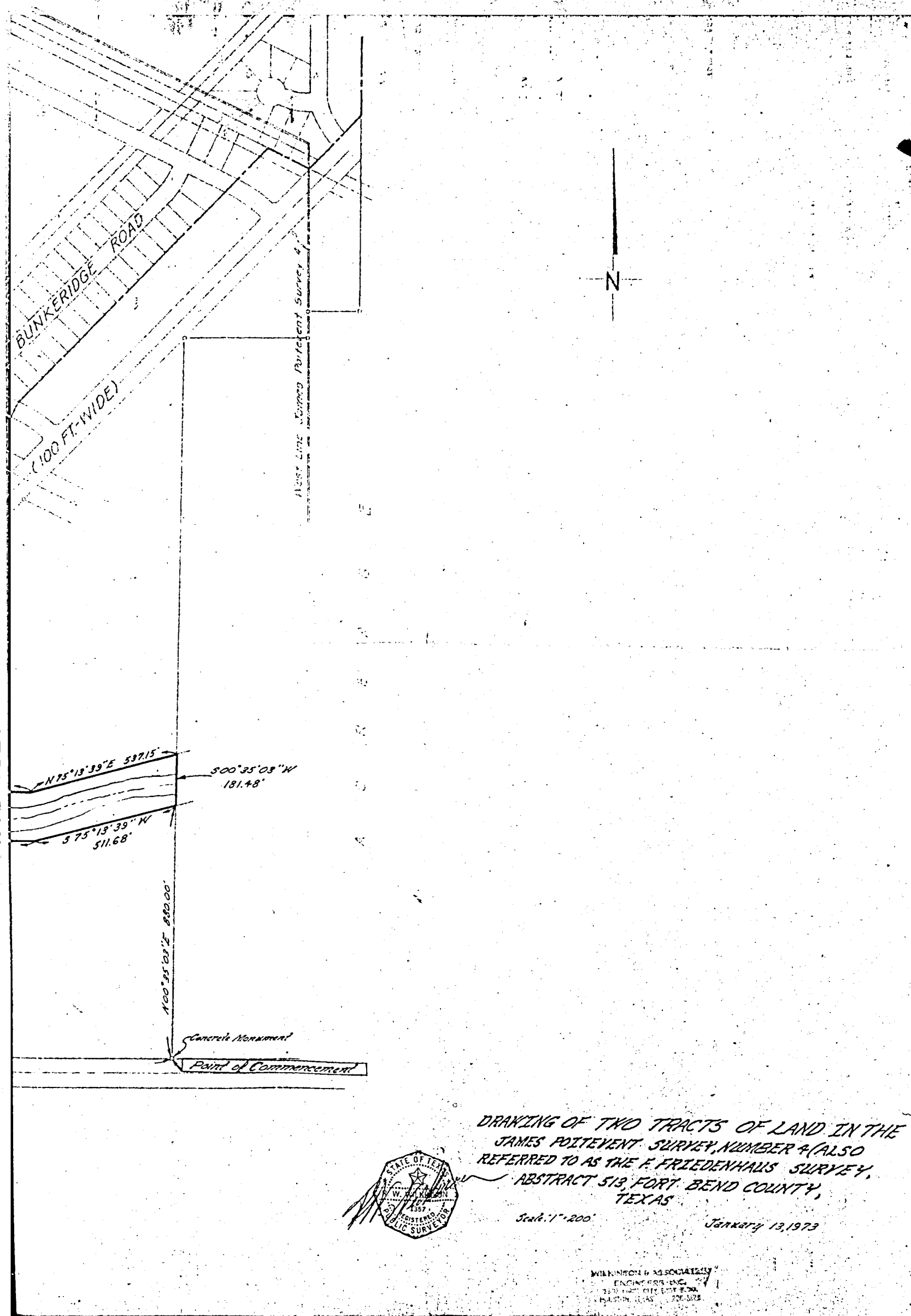


*R. W. Wilkinson*  
 R. W. Wilkinson

Return to  
 Wally Clayton  
 Johnson Laying INC.  
 1600 First City EAST  
 Houston Tex. 77002

5





C. Clerk

## COUNTY TREASURER'S BOND REPORT

AUGUST 1973

## PT. BEND CO. UNLIMITED TAX ROAD BONDS SER. 1962

|  |             |
|--|-------------|
| Outstanding 8-1-1973 - - -                                       | \$ 7,500.00 |
| 6 Int. Coupons No. 19 Off Bds. 42 thru 47<br>@ \$81.25           | \$ 487.50   |
| 6 Int. Coupons No. 21 off Bds. 42 thru 47<br>at \$81.25          | \$ 487.50   |
|  | <hr/>       |
| 10 Int. Coupons No. 22 Off Bds. #16 thru<br>24 & # 29 at \$75.00 | \$ 975.00   |
| 14 Int. Coupons No. 22 Off Bds. #35 thru<br>48 at \$81.25        | \$ 750.00   |
|  | \$1,137.50  |
|  | <hr/>       |
|  | \$2,862.50  |

## PORT BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

|  |            |
|--|------------|
| Outstanding 8-1-1973 - - -                                   | \$1,897.50 |
| 22 Int. Coupons No. 15 Off Bds.<br>#149 thru #170 at \$86.25 | \$1,897.50 |

## PORT BEND COUNTY TIME WARRANTS, SER. 1969

|                            |      |
|----------------------------|------|
| Outstanding 8-1-1973 - - - | None |
|----------------------------|------|

## ROAD DISTRICT No. 4, SER. 1940 BOND

|   |          |
|---|----------|
| Outstanding 8-1-1973 - - -                              | \$ 50.00 |
| 2 Coupons No. 77 off Bonds Nos. 166 & 167<br>at \$25.00 | \$ 50.00 |

## ROADDISTRICT NO. 8 SER. 1927 BOND

|  |           |
|--|-----------|
| Outstanding 8-1-1973 - - -                               | \$110.00  |
| 4 Coupons no. 59 Off Bonds 210-212-214-216<br>at \$27.50 | \$ 110.00 |

COUNTY TREASURER'S BOND REPORT

AUGUST 1973

NO COUPONS, CANCELLED, NOR BONDS RECEIVED DURING THE  
MONTH OF AUGUST, 1973.

There being no further business, the Court adjourned at 9:45 o'clock A.M.

Josh Gates  
COUNTY JUDGE

ATTEST: Ella Maeek  
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 10th day of September, A. D. 1973 the Commissioners Court of Fort Bend County, Texas, met in Regular Session with the following present:

|                      |                           |
|----------------------|---------------------------|
| Josh Gates,          | County Judge              |
| Johnnie Pustka,      | Commissioner Precinct # 1 |
| Paul R. Wenzel, Jr., | Commissioner Precinct # 2 |
| J. M. Davis          | Commissioner Precinct # 3 |
| Ed. H. Helwig,       | Commissioner Precinct # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of August 20th, 1973, were approved.

RE: EMPLOYMENT OF PART TIME EMPLOYEES FOR FORT BEND COUNTY LIBRARY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the employment of Deborah Polloch, part time employee, for the Fort Bend County Library, at a salary of \$17.75 per hour, effective August 20, 1973.

Employment of 2 V.O.E. Students for 15 hours a week at \$1.25 per hour maximum, effective August 20, 1973.

5

RE: ORDER TO POSTPONE ACCEPTANCE OF BIDS FOR MACHINERY FOR COUNTY COMMISSIONERS' PRECINCT AND BUILDING FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court ordered to postpone the acceptance of bids for County Commissioners Precinct machinery and Building for Fort Bend County Ambulance Service, until the next Special meeting of Commissioners Court on September 17, 1973.

RE: PUBLIC WEAIGHER'S BOND APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the Public Weigher's Bond of Kenneth E. Raska.

RE: APPROVE APPLICATIONS FOR REPLACEMENTS OF DEPUTIES FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, the Court approved the application for replacements of deputies for the Sheriff's Department as follows:

Joe L. Thorp, 1st Lieutenant, at a salary of \$750.00 per month, effective August 6, 1973.

Harry Towers Johnson, Lieutenant, at a salary of \$700.00 per month, effective September 1, 1973.

Bennie Gail Rahe, Secretary and Receptionist, at a salary of \$350.00 per month, effective August 13, 1973.

John Malcolm McLemore, Jailor, at a salary of \$660.00 per month, effective September 1, 1973.

RE: CONTRACT FOR EVALUATION OF FORT BEND COUNTY MAJOR CRIME TASK FORCE

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court gave the Sheriff's Department permission to obtain 3 competitive bids on the Contract for evaluation of Fort Bend County Major Crime Task Force June 1, 1972 through May 30, 1974. A Grant of \$2,000.00 is set aside for this purpose.

RE: 1974 BUDGET FOR FORT BEND COUNTY APPROVED AND TAX RATE SET

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the 1974 Budget for Fort Bend County.

Tax Rate - 1974 Budget on 1973 Taxes set as follows:

|  |       |
|--|-------|
| JURY FUND -----                                  | .015  |
| GENERAL FUND-----                                | .465  |
| LIBRARY FUND-----                                | .06   |
| ROAD & BRIDGE FUND Special .15                   |       |
| Constr. .25-----                                 | .40   |
| PERMANENT IMPROVEMENT AVAILABLE FUND-----        | .005  |
| FT. BEND CO TIME WARRANTS SERIES 1969-----       | .005  |
| TOTAL COUNTY WIDE TAX RATE                       | .95   |
| DRAINAGE DISTRICT MAINTENANCE AVAILABLE FUND---- | .25   |
| LATERAL ROAD & FLOOD CONTROL FUND-----           | .30   |
| TOTAL TAX RATE                                   | 1.560 |

RE: MOTION TO SET UP PAYROLL FUND AND TAX COLLECTOR'S FUND

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court gave the County Treasurer authority to set up a Payroll Fund and Tax Collector's Fund in the County Treasurer's office.

-----  
The Court recessed at 10:10 A.M. to approve bills.

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in Payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in September 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis, and duly passed, and approved.

-----  
There being no further business, the Court adjourned at 3:30 o'clock P.M.

*Jack Bates*  
\_\_\_\_\_  
COUNTY JUDGE

ATTEST:

*Ella Macek*  
\_\_\_\_\_  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS .)

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 17th day of September, A. D. 1973 the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                      |                            |
|----------------------|----------------------------|
| Josh Gates,          | County Judge               |
| Johnnie Pustka,      | Commissioner Precinct. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Precinct. # 2 |
| J. M. Davis,         | Commissioner Precinct. # 3 |
| Ed. H. Helwig,       | Commissioner Precinct. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Regular Session of September 10th, 1973, were approved.

RE: ACCEPT BID FOR USED MOTOR GRADER FOR PRECINCT #2

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the bid of Plains Machinery Company, Houston, Texas, for a Used Motor Grader for Precinct #2 in the amount of \$5,300.00.

RE: ACCEPT BID FOR MOTOR GRADER FOR PRECINCT #1

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the court accepted the bid of Mustang Tractor & Equipment Company, for a Motor Grader for Precinct #1 in the amount of \$31,095.00.

RE: ACCEPT BID FOR BUILDING FOR FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the court accepted the bid of Wehring Properties, Inc., for building to be built for the Fort Bend County Ambulance Service in the amount of \$25,310.00. This to be paid for out of the Revenue Sharing Fund.

RE: MOTION TO REJECT ALL BIDS FOR MACHINERY FOR PRECINCT #4

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court ordered to reject all bids made on machinery for Precinct #4.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed the application for Soil Conservation work was approved for W. H. Rosenbaum.

RE: APPROVE PLAT OF HUNTINGTON VILLAGE SECTION #4

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the court approved the plat of Huntington Village Section #4. Being 265.586 acres out of the George Morris Survey Abstract 593 & Abstract 628, Leo Roark Survey Abstract 652 and James Alston Survey Abstract 101 in Harris and Fort Bend County, Texas.

RE: RADIO COMMUNICATION SYSTEM OBTAINED THROUGH HOUSTON-GALVESTON AREA COUNCIL FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court approved the installation of radio equipment as part of the H-GAC Law Enforcement Radio Communication System in and for said County. The County agrees that the Council shall be the exclusive purchasing agent for said equipment necessary for said radio system.

RE: APPROVED PAYMENT OF BILL TO LEE ROWE CONSTRUCTION CO.

On Motion of Commissioner J. M. Davis,,seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the court approved the payment of \$68,800.50<sup>as</sup>/per contract, to Lee Rowe Construction Company for Project Job 180--Fort Bend County Libraries in Stafford & Needville, Texas.

RE: AUTHORITY TO COUNTY JUDGE TO HAVE NECESSARY REPAIRS MADE on BOILER IN COUNTY COURTHOUSE

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed the Court gave County Judge, Josh Gates authority to have the necessary repairs made on the Boiler in the County Courthouse.

RE: MOTION TO INCREASE MEMBERSHIP DUES TO HOUSTON-GALVESTON AREA COUNCIL

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized the increase of membership dues to Houston-Galveston Area Council.

RE: APPROVING APPOINTMENT AND SALARIES OF ASSISTANTS IN COUNTY AUDITORS OFFICE

On Motion,of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the salary of Louise Kirkpatrick from \$401.50 to \$440.00 per month effective September 15, 1973 and appointment of Mildred Oberhoff, at a salary of \$400.00 per month, effective September 17, 1973, as follows:

Hon. Judge T. M. Gup-ton,  
23rd Judicial District,  
West Columbia, Texas

Hon. Judge G. P. Hardy, Jr.,  
130th Judicial District,  
Bay City, Texas.

On the 16th day of July, 1973 in compliance with House Bill No, 85  
Amending Article 1650 of the Revised Civil Statutes of Texas of 1935, with  
respect to the authority of the County Auditor to appoint Assistants, I made  
application for the appointment of Alice Louise Kirkpatrick as Assistant  
Auditor. You approved said appointment.

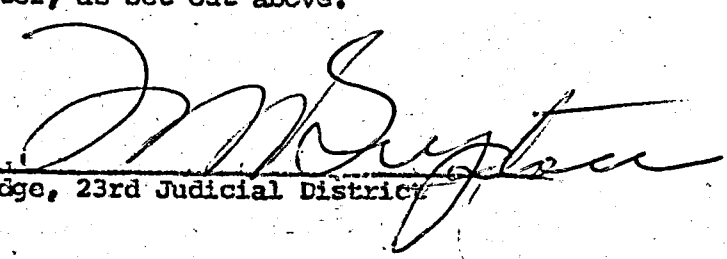
Effective September 15, 1973, it is my desire to set the salary of  
said Assistant at \$440.00 per month, if it meets with your approval.

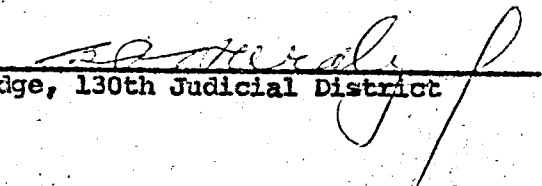
Respectfully yours,

Joyce Tompkins, County Auditor  
Fort Bend County

TO THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the salary of Alice Louise  
Kirkpatrick, as requested by the County Auditor, as set out above.

  
Judge, 23rd Judicial District

  
Judge, 130th Judicial District

STATE OF TEXAS  
COUNTY OF FORT BEND  
I, ZORA DELL COLE District Clerk of

Fort Bend County, Texas, do hereby certify that the foregoing  
is a true and correct copy of the original record now in  
my lawful custody and possession and of record in  
Vol. BD + 3 532 + 641 pages of said  
court, on file in my office.

Witness my official hand and seal of office at Richmond,  
Texas, this 24th day of September 1973  
ZORA DELL COLE

District Clerk  
Fort Bend County, Texas  
By Lucile Brown Deputy

Hon. Judge T. M. Gupton  
District Judge, 23rd Judicial District,  
Richmond, Texas

Hon. Judge G. P. Hardy, Jr.,  
District Judge 130th Judicial District,  
Richmond, Texas

Dear Sirs:

In compliance with House Bill No. 85 amending Article 1650 of the revised Civil Statutes of Texas of 1935, with respect to the authority of the County Auditor to appoint Assistants:

I desire to certify for appointment as Assistant to the Auditor of Fort Bend County, Texas said appointment to take effect on and after September 17, 1973, the following named Assistant:

Mildred Oberhoff, whose qualifications are more than nine and a half years experience as stenographer-bookkeeper, her duties to be those of Assistant, at a salary of \$400.00 per month.

*Joyce Tompkins*  
Joyce Tompkins, County Auditor  
Fort Bend County, Texas

APPROVED:

*T. M. Gupton*  
Judge, 23rd Judicial District

*G. P. Hardy, Jr.*  
Judge, 130th Judicial District

TO THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the appointment of Mildred Oberhoff as Assistant Auditor of Fort Bend County, Texas at the salary set forth above, effective on and after September 17, 1973.

*T. M. Gupton*  
Judge, 23rd Judicial District

*G. P. Hardy, Jr.*  
Judge, 130th Judicial District

STATE OF TEXAS  
COUNTY OF FORT BEND

I, ZORA DELL COLE, District Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now in my lawful custody and possession as appears of record in Vol. Page Minutes of said court, on file in my office.

Witness my official hand and seal of office at Richmond, Texas, this 26 day of Sept., 1973  
ZORA DELL COLE

District Clerk  
Fort Bend County, Texas

By *Dorothy Laca* Deputy

RE: APPOINTMENT AND APPROVAL OF ELECTION JUDGES FOR 1973

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka and duly passed,,the Court appointed and approved the following Election Judges, and Alternate Judges for the year 1973 as follows:

| 1973 ELECTION JUDGES, POLLING PLACES AND MAILING ADDRESSES |      |  |  |
|--|------|--|--|
| Election Precinct  | No.  | Name   | Mailing Address  |
| Richmond   | 1    | C.B. Watson, Presiding Judge<br>Mrs. Grace Dyer, Alternate Judge             | Courthouse, Richmond, Texas<br>504 South 6th Street<br>Richmond, Texas 77469                             |
| Kendleton  | 2    | T.R. Jackson, Presiding Judge<br>H.B. Johnson, Alternate Judge               | Baptist Independent District<br>Encampment, Kendleton, Texas<br>Route 1, Box 117<br>Beasley, Texas 77417 |
| Arcola   | 3    | Mrs. Janet McClain, Presiding Judge<br>Mrs. Audrey Phillips, Alternate Judge | Mustang Schoolhouse<br>Fresno, Texas<br>P.O. Box 1056<br>Fresno, Texas 77545                             |
| Harlem   | 4    | Mrs. Alice Schumann, Presiding Judge<br>Mrs. Jeanie Hull, Alternate Judge    | Jester No. 1 Club House<br>Harlem Road<br>P.O. Box 366<br>Sugarland, Texas 77478                         |
| Foster   | 5    | Mrs. J.D. Parham, Presiding Judge<br>Mrs. Rex J. Hannon, Alternate Judge     | Wm. Schulze Grocery Store<br>Route 2, Richmond, Texas<br>Route 2.<br>Richmond, Texas 77469               |
| Fulshear   | 6    | J.W. Roberts, Presiding Judge<br>Mrs. Earl West, Alternate Judge             | Fulshear Farm Supply Store<br>Fulshear, Texas<br>Fulshear, Texas 77441                                   |
| Booth  | 7    | Johnnie Ragsdale, Presiding Judge<br>Mrs. Rose M. Jaynes, Alternate Judge    | Booth Mercantile Company<br>Booth, Texas<br>Booth, Texas 77421   |
| Orchard  | 8    | R.J. Schank, Presiding Judge<br>R.J. Petrussek, Alternate Judge              | Orchard High School Building<br>Orchard, Texas<br>Route 2, Box 51<br>Rosenberg, Texas 77471              |
| Sugar Creek  | 9    | Jack Smith, Presiding Judge<br>Clyde Farquhar, Alternate Judge               | Information Center Sugar Creek<br>Sugar Land, Texas<br>2922 Fairway Drive<br>Sugar Land, Texas 77478     |
| Needville  | 10   | Jerry L. Kaderka, Presiding Judge<br>Mrs. R.B. Drachenberg, Alternate Judge  | Fire Station Building<br>Needville, Texas<br>9326 Union Street<br>Needville, Texas 77461                 |
| Sugar Land   | 11   | Logene Foster, Presiding Judge<br>Mrs. Minnie Ulrich, Alternate Judge        | Sugar Land Industries Office Bldg.<br>Sugar Land, Texas<br>239 Guenther Street<br>Sugarland, Texas 77478 |
| Rosenberg  | 12-A | Mrs. Jackie Graves, Presiding Judge<br>Mrs. Jackie Langley, Alternate Judge  | Rose-Rich Shopping Center<br>Rosenberg, Texas<br>1032 Timberlane Drive<br>Rosenberg, Texas 77471         |
| Rosenberg  | 12-B | Mrs. Zelma Koyrn, Presiding Judge<br>Bertha Nell Kelm, Alternate Judge       | Robert E. Lee School Building<br>Rosenberg, Texas<br>1219 Mulcahy Street<br>Rosenberg, Texas 77471       |
| Rosenberg  | 12-C | Mrs. R.L. Maines, Presiding Judge<br>Oscar Lehmann, Alternate Judge          | Travis School Building<br>Rosenberg, Texas<br>1204 Lawrence Street<br>Rosenberg, Texas 77471             |
| Rosenberg  | 12-D | Mrs. Viola Senkel, Presiding Judge<br>Martha Ray, Alternate Judge            | City Hall<br>Rosenberg, Texas<br>1108 5th Street<br>Rosenberg, Texas 77471                               |

|                     |    |   |  |   |
|---------------------|----|---|--|---|
| Missouri City       | 13 | W.K. Hardeman, Presiding Judge<br>Gordon Bledsoe, Jr., Alternate Judge      | Old Mo. City High School Gym<br>Missouri City, Texas                       | Box 127<br>Missouri City, Texas 77459                   |
| Katy                | 14 | Mrs. Harold Reeves, Presiding Judge<br>Mrs. John Clapp, Alternate Judge     | Johnson Lumber Company Building<br>Katy, Texas                             | 802 Dollins Street<br>Katy, Texas 77450                 |
| Beasley             | 15 | B.E. Behrens, Presiding Judge<br>Otto Muehlbrad, Alternate Judge            | Beasley Fire Department Station<br>Beasley, Texas                          | P.O. Box 14<br>Beasley, Texas 77417                     |
| Guy                 | 16 | Joe E. Mikeska, Presiding Judge<br>Mrs. Woodrow Bacica, Alternate Judge     | S. P. J. S. T. Hall<br>Guy, Texas  | P.O. Box 325<br>Guy, Texas 77444                        |
| Briargate-Chasewood | 17 | Ben Denham, Presiding Judge<br>Mrs. Ben Denham, Alternate Judge             | Utility Office - joining Mr. M<br>Drive In Grocery Store                   | 6502 Banta Street<br>Missouri City, Texas 77459         |
| Fairchild           | 18 | Frank Janda, Presiding Judge<br>Kenneth Grigar, Alternate Judge             | Fairchilds Gin Office<br>Fairchilds, Texas                                 | Route 1, Box 103<br>Richmond, Texas 77469               |
| Simonton            | 19 | Charlie Morgan, Presiding Judge<br>Mrs. Elton King, Alternate Judge         | Simonton Civic Club Building<br>Simonton, Texas                            | Simonton, Texas 77476                                   |
| North of Sugar Land | 20 | Claude Douglas, Presiding Judge<br>Mrs. Louis H. Barker, Alternate Judge    | Sugar Land Church of God Recreation<br>Bldg., 1715 Eldridge Rd. Sugar Land | Route 1, 17011 Richmond Road<br>Sugar Land, Texas 77478 |
| Woodrow             | 21 | C.W. Meyer, Presiding Judge<br>Louis Cummings, Jr., Alternate Judge         | Schoolhouse<br>Woodrow   | Route 1, Box 50<br>Damon, Texas 77430                   |
| Meadows             | 22 | Mrs. Bert Glaze, Presiding Judge<br>Bert Glaze, Alternate Judge             | Community Center<br>Meadows Subdivision                                    | 11323 Dorrance Lane<br>Stafford, Texas                  |
| Ridgemont           | 23 | Mrs. H.D. Porterfield, Presiding Judge<br>H.D. Porterfield, Alternate Judge | Youth & Civic Center<br>6006 Archington St. Mayfair Park                   | 5610 Mackinaw<br>Houston, Texas 77045                   |
| Randon              | 24 | J.E. Junker, Presiding Judge<br>A. L. Stern, Alternate Judge                | V.F.W. Hall<br>Rosenberg, Texas  | 1921 Avenue G.<br>Rosenberg, Texas 77471                |
| Pleak               | 25 | Mrs. Shirley Davis, Presiding Judge<br>Dan Krenek, Alternate Judge          | American Legion Hall<br>Highway 36, Pleak, Texas                           | Route 1, Box 6-4<br>Richmond, Texas 77469               |
| Edgewood            | 26 | A.J. Noto, Presiding Judge<br>Mrs. Keith Crawford, Alternate Judge          | Rons Krispy Fried Chicken Office<br>& Warehouse, 416 East Hwy. 59          | 908 Edgewood Drive<br>Richmond, Texas 77469             |
| Stafford            | 27 | Tony Cangelosi, Presiding Judge<br>Jerry Segers, Alternate Judge            | City Hall<br>2825 N. Main St. Stafford, Texas                              | 12606 Jebbia Lane<br>Stafford, Texas 77477              |
| ABSENTEE            |    | Mrs. Zoe Decker, Presiding Judge<br>Mrs. W.W. Wallace, Alternate Judge      | County Clerks Office<br>Richmond, Texas                                    | 1215 Oak Creek Drive<br>Richmond, Texas 77469           |

RE: ACCEPT MINUTE ORDER #67926 Designation OF FARM TO MARKET ROAD-CRABB RIVER

On Motion of Commissioneer Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court accepted Minute Order #67926, designation of Farm to Market Road-Crabb River Road as follows:

3

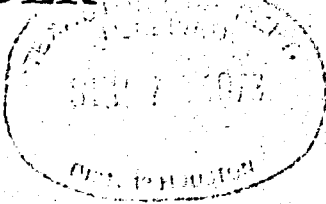
Texas Highway Department  
Form 330-B

FORT BEND County

District No. 12

## MINUTE ORDER

Page 1 of 1 Pages



In FORT BEND COUNTY a FARM TO MARKET ROAD is hereby designated extending from U. S. Highway 59 Southwest to junction of Farm to Market Road 2759 and Farm to Market Road 762 at Crabb, a distance of approximately 1.7 miles, subject to the condition that Fort Bend County will furnish all required right of way clear of obstructions and free of cost to the State and acquisition procedures will be in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property.

At such time as the County shall accept the provision of this Order and agree to the furnishing of the required right of way, the State Highway Engineer is directed to proceed with engineering development, Relocation Assistance at an estimated cost of \$18,000, and construction of the project in the most feasible and economical manner, at an estimated cost of \$375,000, and to assume the road for State maintenance upon completion of the construction herein authorized.

This Order is subject to acceptance by the County and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

Submitted by:

\_\_\_\_\_  
(Title) Program Engineer

Examined and recommended by:

\_\_\_\_\_  
Assistant State Highway Engineer

Approved

\_\_\_\_\_  
State Highway Engineer

Approved:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Minute Number 67926

Date Passed SEP 5 73

Note: This form is to be submitted in quintuplicate.

RE: APPROVE UTILITY ADJUSTMENT AGREEMENT PROJECT U-9120 HOUSTON PIPE LINE COMPANY

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Utility Adjustment Agreement Project U-9120 with Houston Pipe Line Company and Fort Bend County agrees to pay the actual cost of this adjustment provided the Texas Highway Department is notified at least 48 hours prior to the awarding of the Construction Contract.

Utility joint use agreement is as follows:

Texas Highway Department  
Right of Way Division  
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Page 1

COUNTY

UTILITY JOINT USE AGREEMENT  
(controlled access highway)

THE STATE OF TEXAS  
COUNTY OF TRAVIS

X  
X  
X

COUNTY Fort Bend  
PROJECT U-9120  
ACCT. NO. 8012-1-12  
HIGHWAY U. S. 59  
LIMITS: From Wharton C/L  
TO Inter. Exist. US 59 &  
XX Proposed Reloc. W of  
Rosenberg

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Highway Department, proposes to make certain highway improvements on that section of the above indicated highway.

WHEREAS, the Houston Pipe Line Company, hereinafter called the Owner, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated on the plans attached to Utility Agreement ~~as executed by Owner on the 12th day of July, 1962, or on location sketches attached hereto~~ except as provided below.

ADD U-9120  
NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the Texas Highway Department prior thereto, to furnish necessary sketches showing location, type of construction, and methods to be used for protection of traffic, and if, in the opinion of the Texas Highway Department, such alteration, modification, or new construction will injure the highway or endanger the traveling public using said highway, the Texas Highway Department shall have the right, within 30 days after the receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

OWNER hereby agrees that access for servicing its facilities normally will be limited to access via (a) Frontage roads where provided (b) Nearby or adjacent public roads and streets, or (c) Trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes, or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps

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Page 2

will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs, and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through-traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Participation in actual costs incurred by the Owner for any future relocation or adjustment of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) The Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) The Owner and the State, by the execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Owner fails to comply with the requirements as set out herein, the State may take such action as it deems appropriate to compel compliance.

IN WITNESS HEREOF, the parties hereto have affixed their signatures.

STATE OF TEXAS  
Texas Highway Department:

OWNER: Houston Pipe Line Company

*James J. Pomeroy*  
District Engineer

By *E. H. Reese*  
E. H. Reese

*L. E. Clarke*  
Right of Way Engineer

Title Vice President

B-16-73  
Date

Date July 12, 1973

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Texas Highway Department  
Form D-15-U1  
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The State of Texas )

County of \_\_\_\_\_ )

COUNTY Fort Bend

PROJECT \_\_\_\_\_

HIGHWAY U. S. 59

ACCT. NO. 8012-1-12  
(To be filled in by Highway Department)

### A F F I D A V I T

Exhibit "B"

WHEREAS, The State of Texas, acting by and through the Texas State Highway Department, hereinafter called the STATE, has deemed it necessary to make certain improvements on Highway U. S. 59 in Fort Bend County, from \_\_\_\_\_ to \_\_\_\_\_, and

WHEREAS, It is anticipated that the above referred to improvements will affect the facilities of Houston Pipe Line Company hereinafter called the OWNER, at the following described locations:

The entire U. S. 59 By-pass around the town of  
Beasley, Fort Bend County, Texas

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WHEREAS, The STATE has requested that the OWNER furnish to the STATE information relative to interests that owner holds in lands at each of the above indicated locations.

NOW THEREFORE before me, the undersigned authority, this day personally appeared E. H. Reese who, after being by me duly sworn, did depose and say:

That he is Vice President of Houston Pipe Line Company and, as such, has knowledge of the facts contained herein, and

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That, to the best of his knowledge, said OWNER is the owner of the following described interests in the above indicated lands, copies of the instruments under which said OWNER claims said interests being attached hereto and made a part hereof:

Right-of-Way Agmt.; Tom R. Booth to Houston Pipe Line, dated 8-28-25; Recorded in Volume 110, Page 141, Deed Records Fort Bend County, Texas.  
Right-of-Way Agmt.; T. Z. Howard, et ux to Houston Pipe Line; dated by Notary Acknowledgement of 9-1-25; Recorded in Volume 110, Page 219.  
Right-of-Way Agmt.; F. W. Isleib to Houston Pipe Line; dated 9-1-25; Recorded in Volume 110, Page 188, Deed Records Fort Bend County, Texas.  
Surface Esmt; Joe Albright, et ux to Houston Pipe Line; dated 3-31-49; Recorded in Volume 263, Page 610 Deed Records Fort Bend County, Texas.  
Surface Easement; Joe Albright, et ux to Houston Pipe Line; dated 7-17-68; Recorded in Volume 505, Page 1 Deed Records Fort Bend County, Texas.  
Right-of-Way Agmt.; Jno. Holub, et ux to Houston Pipe Line; dated 4-11-25; Recorded in Volume 110, Page 301, Deed Records Fort Bend County, Texas.

E. H. Reese  
Signed E. H. Reese

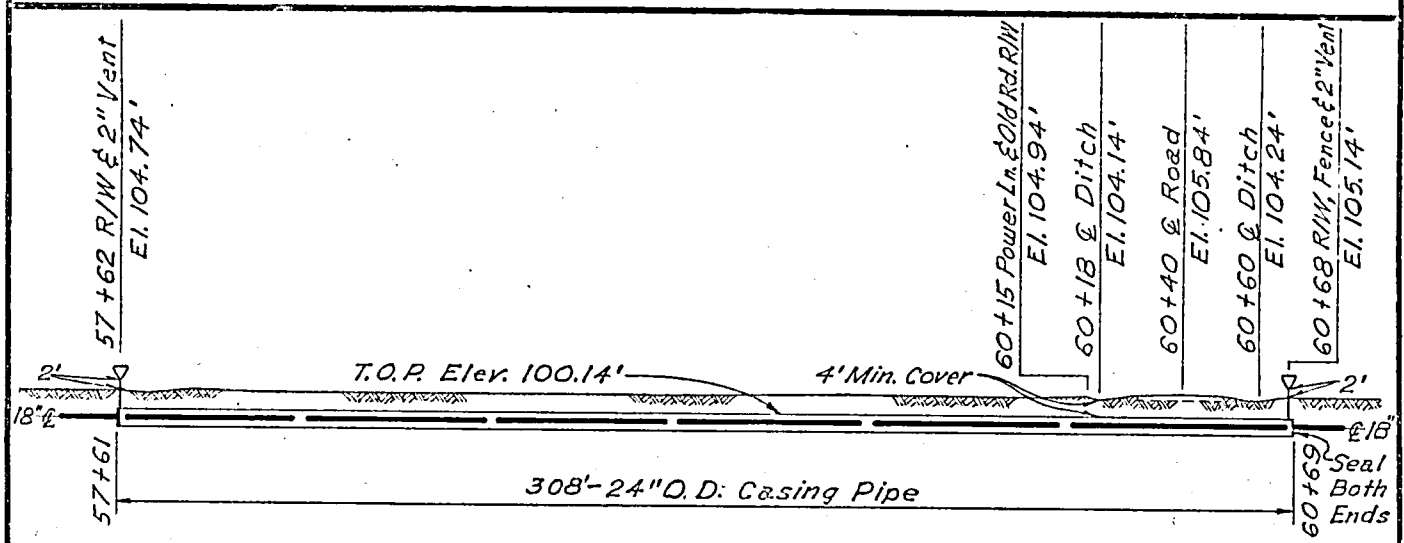
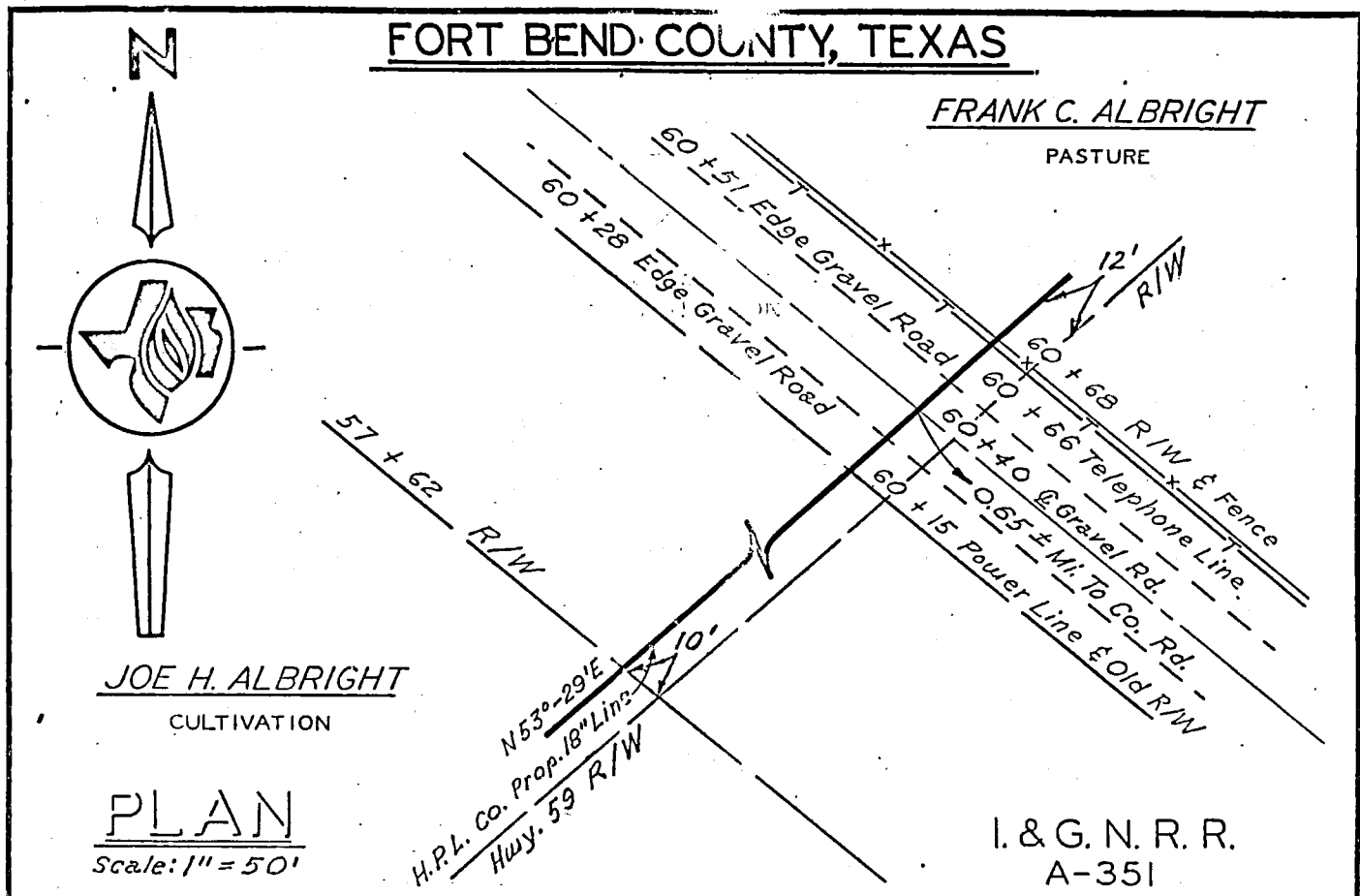
Title: Vice President

Company: Houston Pipe Line

Sworn to and subscribed before me this 12 day of July A.D. 19 73

Carolyn S. Mills  
Notary Public in and for  
Harris County, Texas

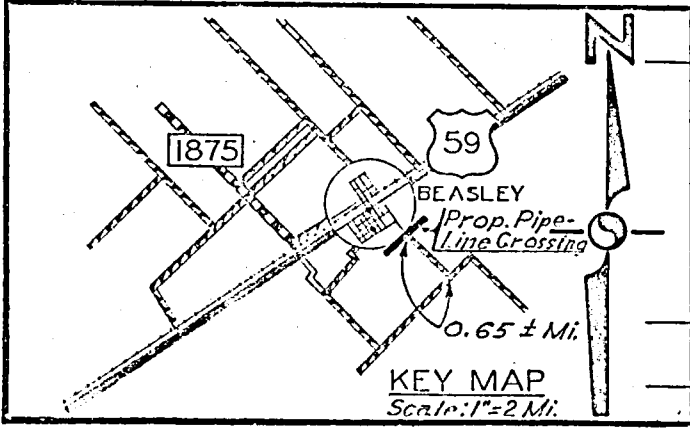
CAROLYN S. MILLS  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES JUNE 1, 19 76

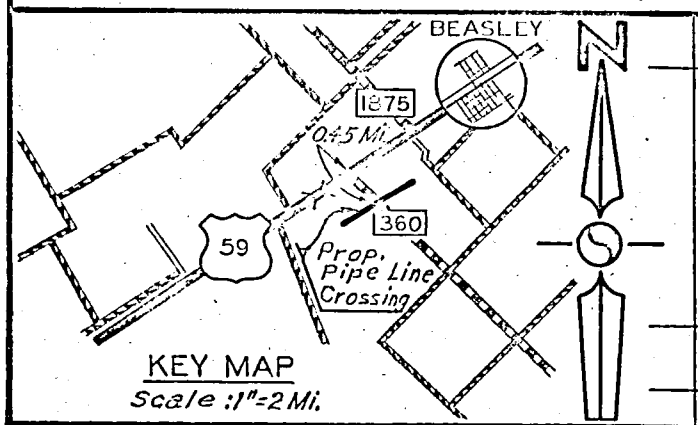
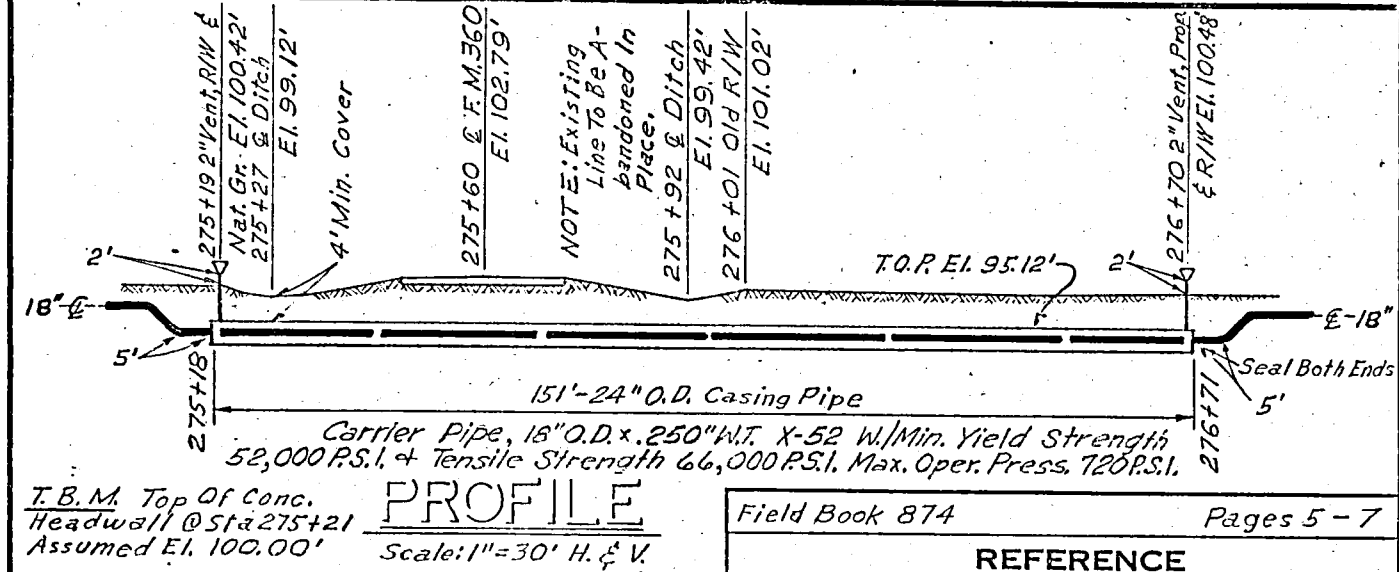
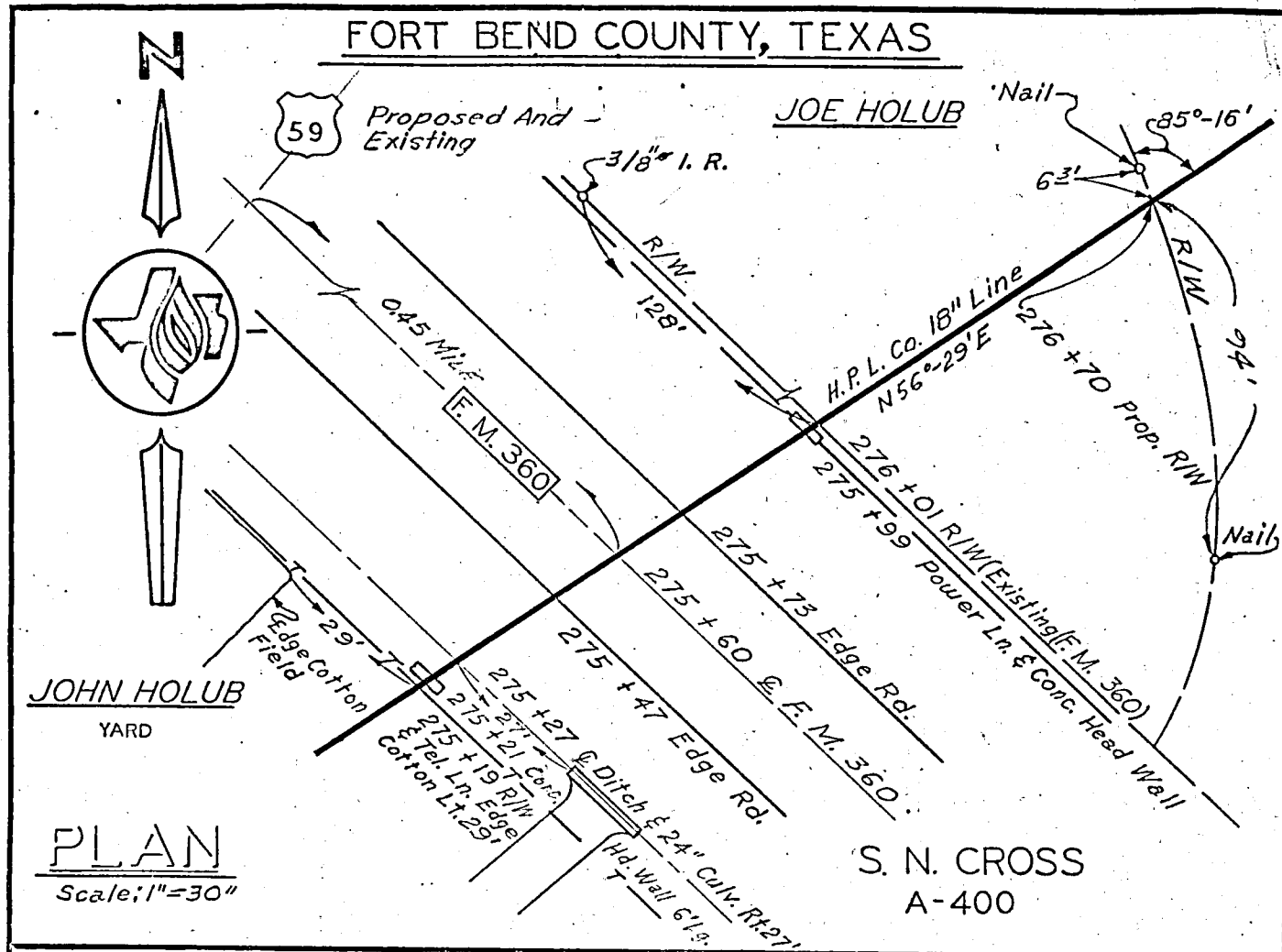


T.B.M. Nail In Tel. Pole  
Lt. Sta. 60+61  
Assumed El. 100.00'

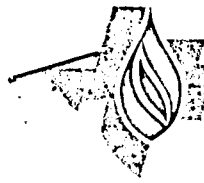
**PROFILE**  
Scale: 1" = 50' H. & V.

|   |               |                   |              |
|---|---------------|-------------------|--------------|
| Field Book 874  |               | Pages 10, 14 & 15 |              |
| <b>REFERENCE</b>  |               |                   |              |
| <b>HOUSTON PIPE LINE COMPANY</b><br>ENGINEERING DEPARTMENT - HOUSTON, TEXAS |               |                   |              |
| EDNA-IND JCT. 18" LINE<br>UNDER COUNTY ROAD<br>FORT BEND COUNTY, TEXAS      |               |                   |              |
| DESIGNED BY   | DATE          | APPROVED BY       | DATE         |
| DRAWN BY D.E.G.   | DATE 6-72     | APPROVED BY       | DATE         |
| CHECKED BY  | DATE          | APPROVED BY       | DATE         |
| CORRECT BY  | DATE          | CHIEF ENGINEER    |              |
| DATE  | AUTH 360-3001 | SCALE Noted       | HA-3007-06-H |
| FILE  | SHEET         | OF                |              |





|   |           |                |                        |
|---|-----------|----------------|------------------------|
| Field Book 874  |           |                |                        |
| Pages 5 - 7   |           |                |                        |
| <b>REFERENCE</b>  |           |                |                        |
| <b>HOUSTON PIPE LINE COMPANY</b><br>ENGINEERING DEPARTMENT - HOUSTON, TEXAS   |           |                |                        |
| EDNA - INDUSTRIAL JCT. 18" LINE<br>UNDER F. M. 360<br>FORT BEND COUNTY, TEXAS |           |                |                        |
| DESIGNED BY   | DATE      | APPROVED BY    | DATE                   |
| DRAWN BY D.E.G.   | DATE 6-72 | APPROVED BY    | DATE                   |
| CHECKED BY  | DATE 7-72 | APPROVED BY    | DATE                   |
| CORRECT BY  | DATE      | CHIEF ENGINEER |                        |
| NO. DATE  | AUTH      | SCALE Noted    | FILE 360-3007 SHEET OF |
|   |           |                | HA-3007-04-H           |



## HOUSTON PIPE LINE COMPANY

DATE 7-11-73

AFE No. 360-3007

## ESTIMATED COST SHEET

HPL 30

REVISION - #2

## DESCRIPTION OF JOB

Install and relocate 18" main line on Edna-Industrial Junction Line due to re-locating of U. S. Highway 59 near Beasley, Texas.

PREPARED  
BY

COUNTY

| DESCRIPTION   | QUANTITY | UNIT COST | TOTAL COST |
|---|----------|-----------|------------|
| <b>EMPLOYEED LABOR:</b>                               |          |           |            |
| Draftsman   | 8 Hrs.   | \$ 4.25   | \$ 34.00   |
| Checker Draftsman                                     | 4 "      | 4.95      | 19.80      |
| Right-of-Way Agent                                    | 16 "     | 5.50      | 88.00      |
| Survey Supervisor                                     | 16 "     | 5.80      | 92.80      |
| Senior Engineering Technician                         | 24 "     | 4.95      | 118.20     |
| Engineering Assistant                                 | 24 "     | 4.25      | 102.00     |
| Utility Man Pipeline - 1st. Class                     | 48 "     | 3.51      | 168.48     |
| District Superintendent                               | 16 "     | 6.25      | 100.00     |
| District Foreman                                      | 8 "      | 4.95      | 39.60      |
| Measurement Technician                                | 16 "     | 4.50      | 72.00      |
| District Clerk  | 8 "      | 4.05      | 32.40      |
| Senior Measurement Technician                         | 16 "     | 4.35      | 69.60      |
| Pipeline Welder                                       | 16 "     | 5.25      | 84.00      |
| Senior Utility Pipeline                               | 8 "      | 4.75      | 38.00      |
| Construction Inspector                                | 120 "    | 5.75      | 690.00     |
| Corrosion Technician                                  | 120 "    | 4.25      | 510.00     |
| PAYROLL TAXES   |          |           | 131.05     |
| PAYROLL INSURANCE                                     |          |           | 37.21      |
| VACATION AND SICK TIME ACCRUAL                        |          |           | 384.11     |
| <b>EXPENSE ACCOUNTS:</b>                              |          |           |            |
| Right-of-Way Agent                                    |          |           | 30.00      |
| Survey Crew   |          |           | 75.00      |
| Construction Inspector                                |          |           | 225.00     |
| <b>AUTO &amp; TRUCK(All equipped w/2-way radios):</b> |          |           |            |
| 1 Light Auto (R-O-W Agent)                            | 16 "     | 1.35      | 21.60      |
| 1 Light Auto (Survey Supervisor)                      | 16 "     | 1.35      | 21.60      |
| 1 Carryall (Survey Crew)                              | 24 "     | 1.30      | 31.20      |
| 1 Light Auto (Construction Inspector)                 | 120 "    | 1.35      | 162.00     |
| 1 Light Auto (District Superintendent)                | 16 "     | 1.35      | 21.60      |
| 1 3/4T. Welding Truck & Equipment                     | 16 "     | 1.30      | 20.80      |
| 1 1/2T. Truck (Measurement)                           | 16 "     | 1.30      | 20.80      |
| 1 Light Auto (Corrosion)                              | 120 "    | 1.35      | 162.00     |
| <b>CONTRACT SERVICES:</b>                             |          |           |            |
| Install 18" Pipe (APPROX.)                            | 4588 Ft. | 6.00      | 27,528.00  |
| Install Casing 24" (APPROX.)                          | 368 "    | 45.00     | 16,560.00  |
| Bore & Case   | 151 "    | 55.00     | 8,305.00   |
| Salvage 18" Pipe                                      | 4450 "   | 7.00      | 31,150.00  |
| Coat & Wrap 18" A-2                                   | 4588 "   | .65       | 2,982.20   |
| Coat & Wrap 24" A-1                                   | 519 "    | .70       | 363.30     |
| <b>MATERIALS:</b>                                     |          |           |            |
| 18"O.D.x.250" Wt. X-52 Line Pipe                      | 4588 "   | 6.60      | 30,280.80  |
| 24"O.D.x.281" Wt. Casing Pipe                         | 519 "    | 8.00      | 4,152.00   |
| 2-3/8O.D.x3.00# Vent Pipe                             | 60 "     | .60       | 36.00      |
| Vent Markers  | 6        | 15.00     | 90.00      |



## HOUSTON PIPE LINE COMPANY

## ESTIMATED COST SHEET

DATE 7-11-73

AFE No. 360-3007

HPL 30

## DESCRIPTION OF JOB

(REVISION #2 - CONTINUED)

PREPARED  
BY

COUNTY

| DESCRIPTION   | QUANTITY | UNIT<br>COST | TOTAL<br>COST |
|---|----------|--------------|---------------|
| 18"x24" Casing Insulators                           | 36       | \$ 7.50      | \$ 270.00     |
| 18"x24" Casing Seals                                | 6        | 20.00        | 120.00        |
| 18"x2" Weld-O-Lets                                  | 1        | 10.00        | 10.00         |
| 2" 2245½ Nord Valve                                 | 1        | 180.00       | 180.00        |
| 18" 45° Weld Ells                                   | 10       | 80.00        | 800.00        |
| Meter and Regulator Station                         | LOT      |              | 2,500.00      |
| X-Ray Pipe Line                                     |          |              | 2,800.00      |
| Relight Beasley and Kendleton                       |          |              | 1,000.00      |
| Relocation Right of Way                             |          |              | 3,345.70      |
|   |          |              | \$ 136,076.45 |
| Overhead During Construction<br>3.25 x \$136,076.45 |          |              | 4,422.48      |
|   |          |              | \$ 140,498.93 |
| Less Salvage Material                               | 4450 Ft. | 1.00         | ( 4,450.00)   |
| TOTAL   |          |              | \$ 136,048.93 |

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HOUSTON PIPE LINE COMPANY

## ESTIMATED COST SHEET

DATE 5-29-73

AFE No. 360-3007

## DESCRIPTION OF JOB

Install and relocate 18" main line on Edna-Industrial Junction Line due to relocating of U. S. Highway 59 near Beasley, Texas.

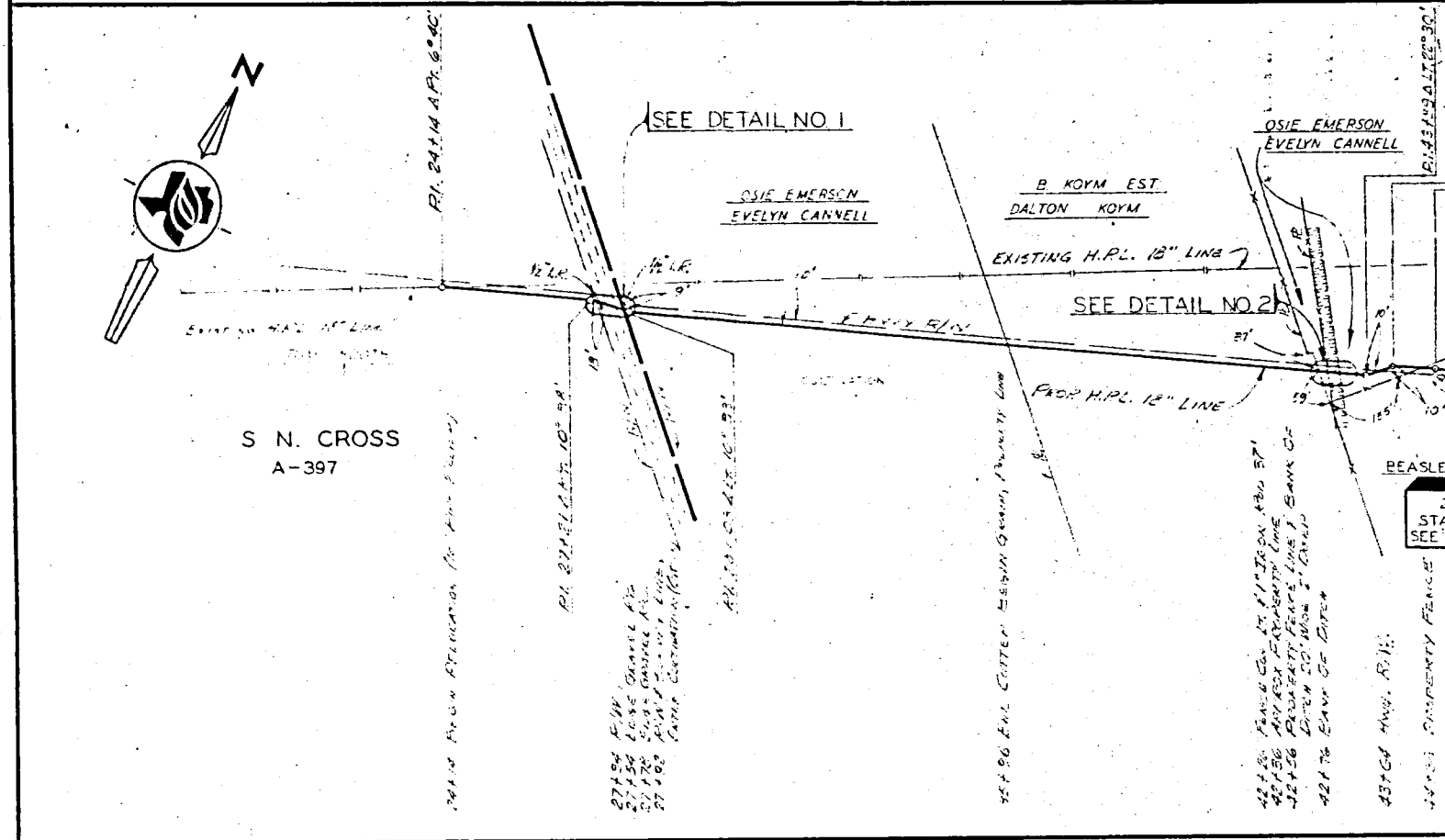
PREPARED BY

COUNTY

| DESCRIPTION   | QUANTITY | UNIT COST | TOTAL COST |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
|---|----------|-----------|------------|--------------------------------|--|--|--|----------|-----|----|--|-----------------------------|--|--|--|---------------------------------|----|----|--|--------------------------------|--|--|--|---------------------------|--|--|--|------------------|----|----|--|--|-----|----|--|-----------------------------------|------|----------|--|-------------------------|------|-----------|--|-------------------------|-----|-----------|--|---------------------------|-----|-----------|--|------------------------------------|-----|-----------|--|--------------------|-----|-----------|--|--------------------------------|-------|----|--|
| <p>This is an explanation of the above overhead and represents the indirect costs attributable to this project and the revision of our facilities:</p> <p>Design, engineering, purchasing, operating department supervision and accounting costs are reimbursable at 3.25% of the direct costs excluding direct engineering, drafting and supervision.</p> <p>The following rates are applicable to direct labor charged to "Construction Work in Progress":</p> <p>Payroll Taxes</p> <table> <tr> <td>U. S. Internal Revenue Service</td><td></td><td></td><td></td></tr> <tr> <td>P.I.C.A.</td><td>5.2</td><td>\$</td><td></td></tr> <tr> <td>Texas Employment Commission</td><td></td><td></td><td></td></tr> <tr> <td>Texas Unemployment Compensation</td><td>.1</td><td>\$</td><td></td></tr> <tr> <td>U. S. Internal Revenue Service</td><td></td><td></td><td></td></tr> <tr> <td>Employer's Annual Federal</td><td></td><td></td><td></td></tr> <tr> <td>Unemployment Tax</td><td>.5</td><td>\$</td><td></td></tr> <tr> <td></td><td>5.8</td><td>\$</td><td></td></tr> </table> <p>Payroll Insurance</p> <table> <tr> <td>Public Liability (Composite Rate)</td><td>.309</td><td>per 1000</td><td></td></tr> </table> <p>Workmen's Compensation</p> <table> <tr> <td>Gas Pipe Line Operation</td><td>.127</td><td>per \$100</td><td></td></tr> <tr> <td>Engineers or Architects</td><td>.85</td><td>per \$100</td><td></td></tr> <tr> <td>Clerical Office Employees</td><td>.12</td><td>per \$100</td><td></td></tr> <tr> <td>Salesmen, Collectors or Messengers</td><td>.38</td><td>per \$100</td><td></td></tr> <tr> <td>Executive Officers</td><td>.17</td><td>per \$100</td><td></td></tr> <tr> <td>Vacation and Sick Time Accrual</td><td>17.00</td><td>\$</td><td></td></tr> </table> |          |           |            | U. S. Internal Revenue Service |  |  |  | P.I.C.A. | 5.2 | \$ |  | Texas Employment Commission |  |  |  | Texas Unemployment Compensation | .1 | \$ |  | U. S. Internal Revenue Service |  |  |  | Employer's Annual Federal |  |  |  | Unemployment Tax | .5 | \$ |  |  | 5.8 | \$ |  | Public Liability (Composite Rate) | .309 | per 1000 |  | Gas Pipe Line Operation | .127 | per \$100 |  | Engineers or Architects | .85 | per \$100 |  | Clerical Office Employees | .12 | per \$100 |  | Salesmen, Collectors or Messengers | .38 | per \$100 |  | Executive Officers | .17 | per \$100 |  | Vacation and Sick Time Accrual | 17.00 | \$ |  |
| U. S. Internal Revenue Service  |          |           |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| P.I.C.A.  | 5.2      | \$        |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Texas Employment Commission   |          |           |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Texas Unemployment Compensation   | .1       | \$        |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| U. S. Internal Revenue Service  |          |           |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Employer's Annual Federal   |          |           |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Unemployment Tax  | .5       | \$        |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
|   | 5.8      | \$        |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Public Liability (Composite Rate)   | .309     | per 1000  |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Gas Pipe Line Operation   | .127     | per \$100 |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Engineers or Architects   | .85      | per \$100 |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Clerical Office Employees   | .12      | per \$100 |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Salesmen, Collectors or Messengers  | .38      | per \$100 |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Executive Officers  | .17      | per \$100 |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |
| Vacation and Sick Time Accrual  | 17.00    | \$        |            |                                |  |  |  |          |     |    |  |                             |  |  |  |                                 |    |    |  |                                |  |  |  |                           |  |  |  |                  |    |    |  |  |     |    |  |                                   |      |          |  |                         |      |           |  |                         |     |           |  |                           |     |           |  |                                    |     |           |  |                    |     |           |  |                                |       |    |  |

5

|                       |  |             |  |                             |  |                         |  |                             |  |      |  |
|-----------------------|--|-------------|--|-----------------------------|--|-------------------------|--|-----------------------------|--|------|--|
| COUNTY & STATE        |  |             |  | FORT BEND                   |  |                         |  |                             |  |      |  |
| TERRAIN               |  |             |  | FLAT BLA                    |  |                         |  |                             |  |      |  |
| OWNERSHIP & TRACT NO. |  | COUNTY ROAD |  | OSIE EMERSON EVELYN CANNELL |  | B KOYM EST. DALTON KOYM |  | OSIE EMERSON EVELYN CANNELL |  |      |  |
| RODDAGE               |  | 19.39       |  | 3.52                        |  | 48.73                   |  | 38.79                       |  | 7.76 |  |

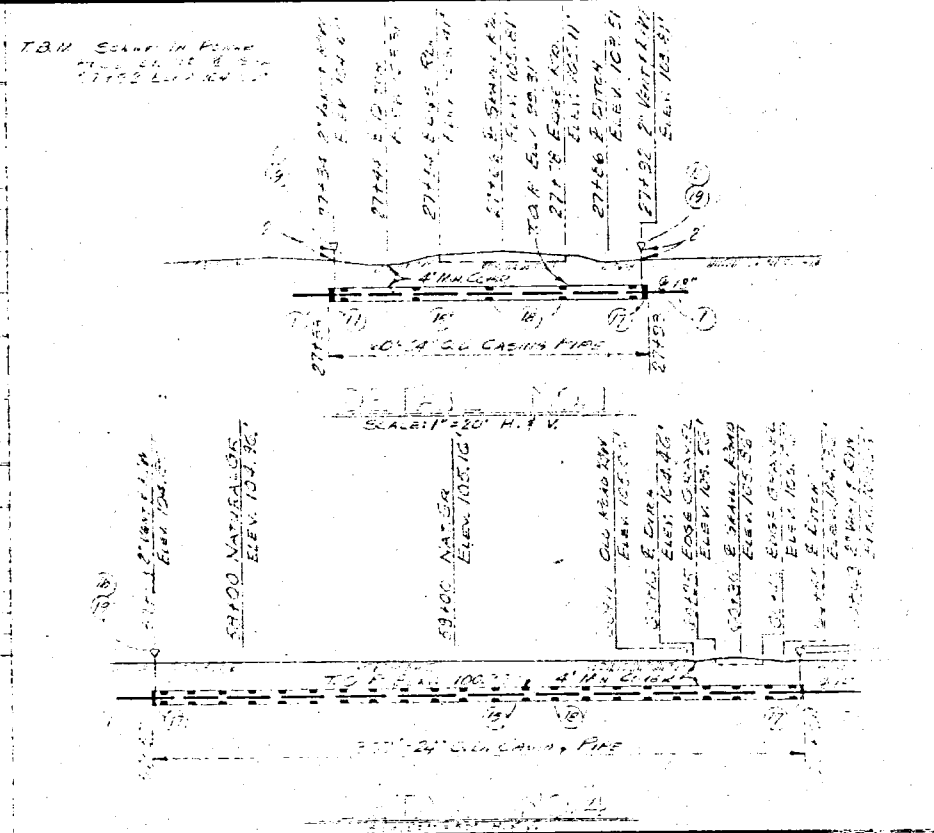


# MATERIAL

## LOCATION CLASSIFICATION

## CONSTRUCTION: TYPE

| MATERIAL LIST           |             |
|-------------------------|-------------|
| NO.                     | DESCRIPTION |
| PROPERTY UNIT NO 356-10 |             |
| 1                       | 1\"/>       |



Relating to AC 1000N 1.71

F O R T        B E N D        C O U N T Y ,        T E X A S

FLAT BLACK LAND

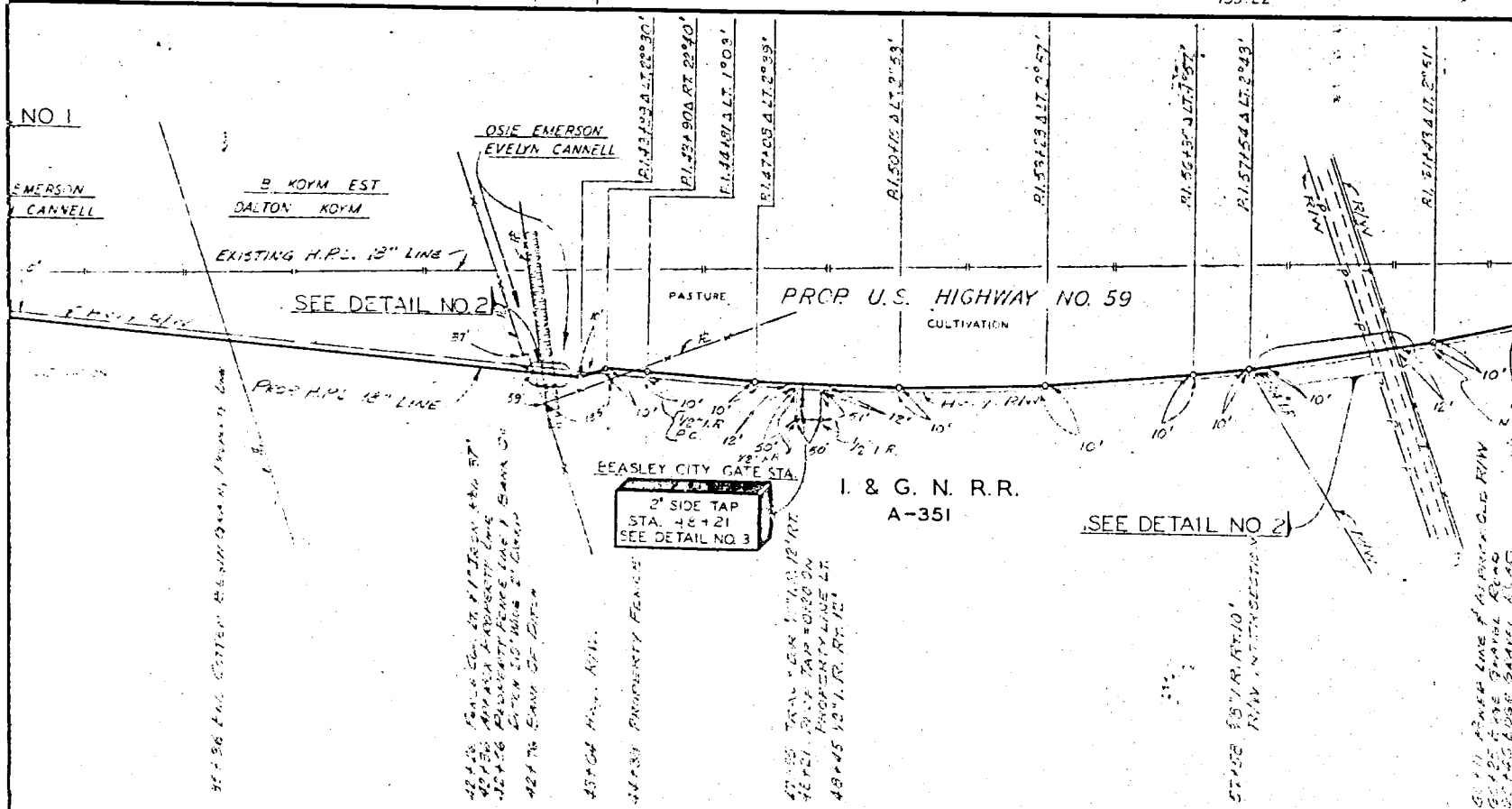
|             |                |
|-------------|----------------|
| B KOYM EST. | OSIE EMERSON   |
| DALTON KOYM | EVELYN CANNELL |

U.S. HIGHWAY NO. 59

38. 79

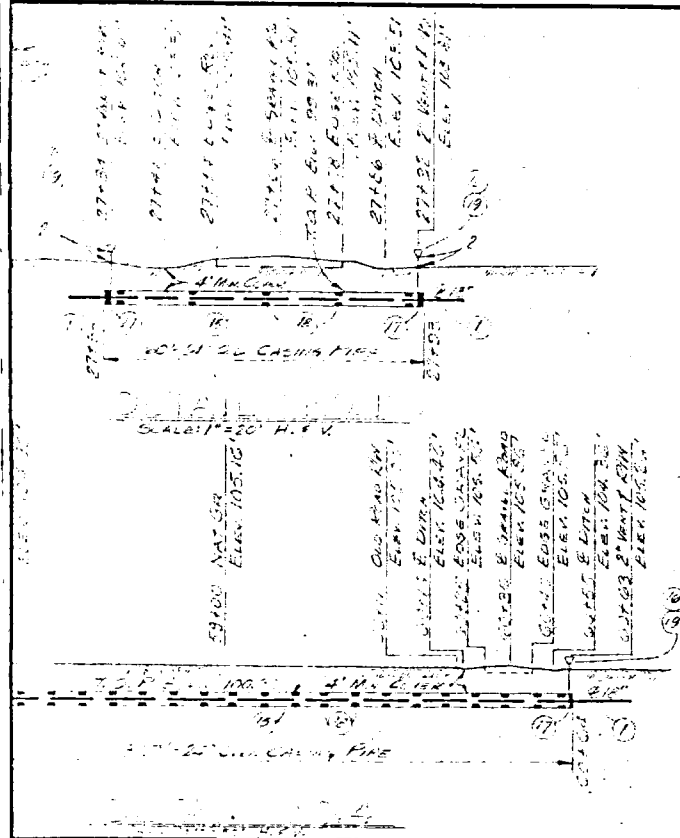
776

153.22



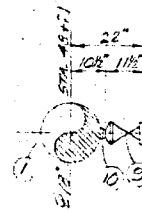
4.05' - 18" C.D. x .250" W.T. X-52 E.P.W. Pipe

97-2422-544



DETAIL NO. 2  
SCALE: 1" = 10' H<sub>2</sub>V.

T.M. NAM. IN TELEPHONE FILE  
LT. 25' S. STA. 30+00  
Elev. 106.04'



DETAIL NO. 3  
SCALE 7/8" = 1'-0"



RE: APPROVE HOUSTON NATURAL GAS CORPORATION UTILITY ADJUSTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the Utility Adjustment, Project U-9115 with Houston Natural Gas Corporation as follows:

Texas Highway Department  
Right of Way Division  
Form D-15-80A  
Page 1

UTILITY JOINT USE AGREEMENT  
(controlled access highway)

THE STATE OF TEXAS    X  
COUNTY OF TRAVIS    X

COUNTY    Fort Bend  
PROJECT    U-9115  
ACCT. NO.    8012-1-12  
HIGHWAY    U. S. 59  
LIMITS:    From Wharton County Line

To Int. of existing US 59 &  
proposed relocation West of  
Rosenberg

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Highway Department, proposes to make certain highway improvements on that section of the above indicated highway.

WHEREAS, the Houston Natural Gas Corporation, hereinafter called the Owner, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated on the plans attached to Utility Agreement ~~as executed by Owner on the 7 day of June, 1973, or on location sketches attached hereto~~ except as provided below.  
A-3-8 U-9115

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the Texas Highway Department prior thereto, to furnish necessary sketches showing location, type of construction, and methods to be used for protection of traffic, and if, in the opinion of the Texas Highway Department, such alteration, modification, or new construction will injure the highway or endanger the traveling public using said highway, the Texas Highway Department shall have the right, within 30 days after the receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

OWNER hereby agrees that access for servicing its facilities normally will be limited to access via (a) Frontage roads where provided (b) Nearby or adjacent public roads and streets, or (c) Trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes, or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps

Texas Highway Department  
Right of Way Division  
Form D-15-80A  
Page 2

will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs, and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through-traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Participation in actual costs incurred by the Owner for any future relocation or adjustment of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) The Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) The Owner and the State, by the execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Owner fails to comply with the requirements as set out herein, the State may take such action as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

STATE OF TEXAS  
Texas Highway Department:

OWNER: HOUSTON NATURAL GAS CORP.

[Signature]  
District Engineer

By [Signature]  
W. E. Long

[Signature]  
Right of Way Engineer

Title Vice President

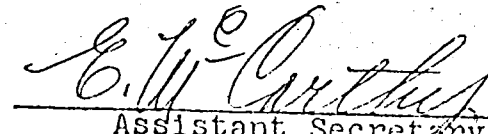
8-13-73  
Date

Date June 7, 1973

HOUSTON NATURAL GAS CORPORATION  
Certificate of Assistant Secretary

I, E. McCarthy, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Houston Natural Gas Corporation, a Texas corporation, and that as such I am custodian of the corporate records and seal of said corporation; that attached hereto is a true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of said corporation held in Houston, Texas, on May 29, 1958, at which a quorum was present and acting throughout; and that this resolution remains in full effect as of the date hereof and has not been amended, repealed, rescinded, or changed in any way whatsoever.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said corporation, this the 7 day of June, 1973.

  
Assistant Secretary,  
Houston Natural Gas Corporation

The chairman stated that in connection with matters relating to reimbursement to the company of costs incurred or to be incurred by it in altering, changing or relocating the company's facilities at the request of any public agency or authority having jurisdiction in the matter, it will become necessary from time to time to execute and file various documents and instruments with such agency or authority in order to obtain such reimbursement, and that it will be necessary that some of these documents and instruments be signed by an officer of the company and evidenced by proper authority from the Board of Directors thereof.

Whereupon, on motion by Mr. Singley, seconded by Mr. List and carried, it was unanimously

RESOLVED, That the President or any Vice President or any Assistant Vice President of Houston Natural Gas Corporation be and each is hereby authorized and empowered to sign documents and instruments on behalf of the company in connection with matters relating to reimbursement to the company of costs incurred or to be incurred by it in altering, changing or relocating its facilities at the request of any public agency or authority having jurisdiction in the matter, including, but not by way of limitation, permits, contracts, agreements, certificates, undertakings, acceptances, affidavits, indemnity bonds, receipts and releases; and each of the said officers is hereby authorized and empowered to do and perform any and all acts necessary to comply with the requirements of such public agency or authority in connection therewith; and

FURTHER RESOLVED, That all things heretofore done by said officers or any of them in connection with said matters be and the same are hereby fully ratified, confirmed and approved in all respects.

Texas Highway Department  
Form D-15-U1  
Page 1 of 2

The State of Texas )  
County of \_\_\_\_\_ )

COUNTY Fort Bend

PROJECT \_\_\_\_\_

HIGHWAY U. S. 59

ACCT. NO. 8012-1-12  
(To be filled in by Highway Department)

A F F I D A V I T

Exhibit "B"

WHEREAS, The State of Texas, acting by and through the Texas State Highway Department, hereinafter called the STATE, has deemed it necessary to make certain improvements on Highway U.S. 59 in Fort Bend County, from Wharton County Line to Int. of existing US 59 & proposed relocation West of Rosenberg, and

WHEREAS, It is anticipated that the above referred to improvements will affect the facilities of Houston Natural Gas Corporation hereinafter called the OWNER, at the following described locations:

Ft. Bend County - Station 402± (sketch BRB 53073)

Ft. Bend County - Station 96+35 (sketches BRB 52973 and BRB 53173)

WHEREAS, The STATE has requested that the OWNER furnish to the STATE information relative to interests that owner holds in lands at each of the above indicated locations.

NOW THEREFORE before me, the undersigned authority, this day personally appeared W. E. Long who, after being by me duly sworn, did depose and say:

That he is Vice President & General Manager of Houston Natural Gas Corporation and, as such, has knowledge of the facts contained herein, and

Texas Highway Department  
Form D-15-U1  
Page 2 of 2

That, to the best of his knowledge, said OWNER is the owner of the following described interests in the above indicated lands, copies of the instruments under which said OWNER claims said interests being attached hereto and made a part hereof:

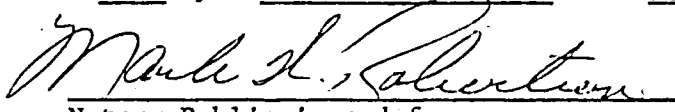
- Project A - Attached Affidavit dated May 28, 1973, and  
executed by Mark W. Robertson.  
Project B - Easement for pipeline purposes as acquired  
by Right of Way Agreement dated July 26, 1957,  
recorded in Volume 368, Page 230 of the Deed  
Records of Ft. Bend County, Texas.

  
Signed W. E. Long

Title: Vice President

Company: Houston Natural Gas Corporation

Sworn to and subscribed before me this 7 day of June A.D. 1973

  
Notary Public in and for  
Harris County, Texas

no seal

MARK W. ROBERTSON  
Notary Public for Harris County, Texas  
My Commission Expires June 1, 1975.

Texas Highway Department  
 Form D-15-48  
 Page 1 of 2  
 Rev. 10-61

STATEMENT

(Covering Contract Work as Appears on Preliminary Estimate)

COUNTY Fort Bend ACCT. NO. 8012-1-12  
 PROJECT \_\_\_\_\_ AGREEMENT NO. \_\_\_\_\_  
 HIGHWAY U. S. 59

I, W. E. Long, a duly authorized and qualified representative of Houston Natural Gas Corp. hereinafter referred to as OWNER, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

☐ I. It is more economical and/or expedient for OWNER to contract this adjustment because:

☒ II. OWNER is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the preliminary estimate.

PROCEDURE TO BE USED IN CONTRACTING WORK

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☐ B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Since names and addresses of known qualified

Texas Highway Department  
Form D-15-48  
Page 1 of 2  
Rev. 10-61

STATEMENT

(Covering Contract Work as Appears on Preliminary Estimate)

COUNTY Fort Bend ACCT. NO. 8012-1-12  
PROJECT \_\_\_\_\_ AGREEMENT NO. \_\_\_\_\_  
HIGHWAY U. S. 59

I, W. E. Long, a duly authorized and qualified representative of Houston Natural Gas Corp. hereinafter referred to as OWNER, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

☐ I. It is more economical and/or expedient for OWNER to contract this adjustment because:

☒ II. OWNER is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the preliminary estimate.

PROCEDURE TO BE USED IN CONTRACTING WORK

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☐ B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Since names and addresses of known qualified

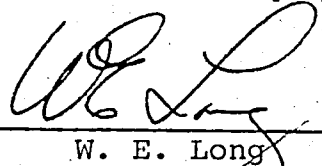
Texas Highway Department  
Form D-15-48  
Page 2 of 2  
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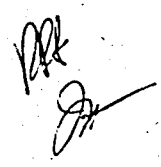
contractors must be submitted to the State in advance of solicitation for bids, such presently known contractors are as follows:

- 1.
- 2.
- 3.
- 4.
- 5.

NOTE: Under the provisions of Paragraph 6c of Policy and Procedure Memorandum 30-4, the State must be informed of any addition to this list prior to circularizing for bids.

- ☒ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for OWNER and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract give detailed information by attachment hereto.)
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the State and the Division Engineer prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

  
(Name) W. E. Long  
Vice President  
(Title)  
June 7, 1973  
(Date)



## HOUSTON NATURAL GAS CORPORATION

U.S. Highway 59 - Ft. Bend County  
From Wharton County Line to Rosenberg  
Highway Account No. 8012-1-12

S T A T E M E N T

The following statement shall be included with and made a part of the utility agreement covering the relocation and adjustment of facilities owned by Houston Natural Gas Corporation on U.S. 59 in Ft. Bend County.

See attached plans (HNG sketches no. BRB 53073, BRB 53173 and BRB 52973).

See Statement of Work in Cost Estimate.

Contract Work

Any contract work performed will be by W. L. GOLIGHTLY, INC., under terms of an existing and continuous contract with Owner. See attached schedule of equipment and labor rates.

Doping and Wrapping

All existing pipelines affected by this adjustment are doped and wrapped. The installation of pipe that will be doped and wrapped will not constitute a betterment.

Cathodic Protection

All existing pipelines affected by this adjustment are presently under cathodic protection. The installation of cathodic protection material and equipment on replacement lines will not constitute a betterment.

Pressure Rating of Gas Pipeline

The 2" replaced on this adjustment shall have an operating pressure of 60 psig or less.

Boring

None anticipated.

Pavement and Sidewalk Repair

None anticipated.

Abandonment of Facilities

Approximately 425 ft. of existing 2" pipe will be abandoned in place. Removal and reconditioning will exceed any salvage credit that could be allowed for the salvaged pipe.

The HNG portion of the existing station involved in this adjustment will be salvaged (see the cost estimate for salvage credit).

Betterment Credit

None.

Expired Service Life Credit

None.

Houston Natural Gas Corporation can proceed with this adjustment upon receipt of approval of agreement and authorization to proceed with the work.

Bobby R. Booty  
Bobby R. Booty

June 5, 1973

## HOUSTON NATURAL GAS CORPORATION

U.S. HIGHWAY 59 - FT. BEND COUNTY  
FROM WHARTON COUNTY LINE TO ROSENBERG  
HIGHWAY ACCOUNT NO. 8012-1-12

STATEMENT OF WORK:

PROJECT A - Abandon the HNG portion of the existing HPL station on the Houston Pipe Line Co. 18" at Beasley and approximately 75 ft. of 2" pipe at the outlet of the station. Install approximately 350 ft. of 2" pipe and install new HNG equipment at the new Houston Pipe Line Co. station. The proposed 350 ft. of 2" pipe will be at a minimum depth of 7 ft. below existing natural ground inside the Highway R.O.W. (see sketch BRB 53073).

PROJECT B - Relocate approximately 375 ft. of 2" main line across U.S. 59 at Kendleton. The new line will be at a depth of 7 ft. below natural ground (see sketches BRB 52973 and BRB 53173).

PRELIMINARY COST ESTIMATE - PROJECT A.Installation CostMaterial Supplied by HNG

|  |                 |            |
|--|-----------------|------------|
| 350 ft. of 2.375" O.D. x .125" W.T. (3.00 lb/ft.) PEW Pipe @ \$ .42/ft.....  | \$ 147.00       |            |
| 2 - 2" Compression Coupling @ \$4.14.....  | 8.18            |            |
| 2 - 2" Pressure Control Fittings @ \$13.57.....  | 27.14           |            |
| 2 - 2" Stopcock @ \$6.79 ea....  | 13.58           |            |
| Equipment to be installed in new station (itemized list not available; HPL station design not completed as of this date) | 1,000.00        |            |
| Misc. Materials & Supplies....   | 100.00          |            |
|  | <u>1,295.90</u> |            |
| Warehouse overhead (10%).....  | 129.59          | \$1,424.59 |
| Pigging, Testing & Cleaning new main.....  |                 | 100.00     |

Transportation & Equipment (Contract)

|   |                 |  |
|---|-----------------|--|
| 1 - Backhoe (Insley ½ yd.), 40 hrs. @ \$7.35/hr.....            | 294.00          |  |
| 1 - 2 ton truck w/float - single axle, 70 hrs. @ \$4.35/hr..... | 304.50          |  |
| 1 - Welding truck w/welding machine, 70 hrs. @ \$4.50/hr...     | 315.00          |  |
| 1 - Gang truck, 70 hrs. @ \$1.63/hr.....                        | 114.10          |  |
| 1 - Pickup truck, 70 hrs. @ \$1.05/hr.....                      | 73.50           |  |
|   | <u>1,101.10</u> |  |

Transportation & Equipment (Owner)

|   |               |  |
|---|---------------|--|
| 1 - Pickup truck, 70 hrs. @ \$1.05/hr.....        | 73.50         |  |
| 1 - Inspector's vehicle, 70 hrs. @ \$1.14/hr..... | 79.80         |  |
|   | <u>153.30</u> |  |

Supervision & Labor (Rental)

|                                  |    |                 |
|----------------------------------|----|-----------------|
| 1 - Foreman, 56 hrs. @           |    |                 |
| \$6.03/hr., 14 hrs. @ \$9.03.... | \$ | 464.10          |
| 2 - Operators, 56 hrs. @         |    |                 |
| \$4.24/hr., 14 hrs. @ \$6.36.... |    | 652.96          |
| 1 - Welder, 56 hrs. @            |    |                 |
| \$6.18/hr., 14 hrs. @ \$9.27.... |    | 475.86          |
| 1 - Welder's helper, 56 hrs. @   |    |                 |
| \$2.95/hr., 14 hrs. @ \$4.42.... |    | 227.08          |
| 5 - Laborers, 56 hrs. @          |    |                 |
| \$2.72/hr., 14 hrs. @ \$4.08.... |    | <u>1,047.20</u> |
|                                  |    | \$2,867.20      |

Supervision & Inspection  
(Owner)

|                                |  |                 |
|--------------------------------|--|-----------------|
| 1 - Inspector, 70 hrs. @       |  |                 |
| \$4.50/hr.....                 |  | 315.00          |
| 1 - Pressure Control operator, |  |                 |
| 10 hrs. @ \$4.49/hr.....       |  | <u>44.90</u>    |
|                                |  | 359.90          |
| FICA, WC/PL Insurance, Federal |  |                 |
| & State Unemployment, Vacation |  |                 |
| & Sick Pay (28.40%).....       |  | <u>102.21</u>   |
|                                |  | 462.11          |
|                                |  | <u>6,108.30</u> |

|                                |  |               |
|--------------------------------|--|---------------|
| Gen. Engr., Adm. Clr. and Gen. |  |               |
| Supt. (13.5%).....             |  | <u>824.62</u> |
|                                |  | 6,932.92      |

|                          |        |
|--------------------------|--------|
| E.S.L. Credit.....       | None   |
| Betterment Credit.....   | None   |
| Salvage Credit (Existing |        |
| station @ Beasley).....  | 400.00 |

TOTAL ESTIMATED INSTALLATION COST - PROJECT A \$ 6,532.92

Abandonment CostTransportation & Equipment  
(Contract)

|                                 |  |              |
|---------------------------------|--|--------------|
| 1 - Backhoe (Insley ½ yd.),     |  |              |
| 10 hrs. @ \$7.35/hr.....        |  | 73.50        |
| 1 - 2 ton truck w/float -       |  |              |
| single axle, 10 hrs. @          |  |              |
| \$4.35/hr.....                  |  | 43.50        |
| 1 - Welding truck w/welding     |  |              |
| machine, 10 hrs. @ \$4.50/hr... |  | 45.00        |
| 1 - Gang truck, 10 hrs. @       |  |              |
| \$1.63/hr.....                  |  | 16.30        |
| 1 - Pickup truck, 10 hrs. @     |  |              |
| \$1.05/hr.....                  |  | <u>10.50</u> |
|                                 |  | 188.80       |

Transportation & Equipment  
(Owner)

|                             |  |              |
|-----------------------------|--|--------------|
| 1 - Pickup truck, 10 hrs. @ |  |              |
| \$1.05/hr.....              |  | 10.50        |
| 1 - Inspector's vehicle, 10 |  |              |
| hrs. @ \$1.14/hr.....       |  | <u>11.40</u> |
|                             |  | 21.90        |

Supervision & Labor (Rental)

|                                |    |        |
|--------------------------------|----|--------|
| 1 - Foreman, 10 hrs. @         |    |        |
| \$6.03/hr.....                 | \$ | 60.30  |
| 1 - Welder, 10 hrs. @          |    |        |
| \$6.18/hr.....                 |    | 61.80  |
| 1 - Operator, 10 hrs. @        |    |        |
| \$4.24.....                    |    | 42.40  |
| 1 - Welder's helper, 10 hrs. @ |    |        |
| \$2.95/hr.....                 |    | 29.50  |
| 5 - Laborers, 10 hrs. @        |    |        |
| \$2.72/hr.....                 |    | 136.00 |
|                                | \$ | 330.00 |

Supervision & Inspection  
(Owner)

|                                |       |        |
|--------------------------------|-------|--------|
| 1 - Inspector, 10 hrs. @       |       |        |
| \$4.50/hr.....                 | 45.00 |        |
| FICA, WC/PL Insurance, Federal |       |        |
| & State Unemployment, Vacation |       |        |
| and Sick Pay (28.50%).....     | 12.78 |        |
|                                |       | 57.78  |
|                                |       | 598.48 |
| Gen. Engr., Adm., Clr. & Gen.  |       |        |
| Supt. (13.5%).....             |       | 80.79  |
| E.S.L. Credit.....             |       | None   |
| Betterment Credit.....         |       | None   |
| Salvage Credit.....            |       | None   |

|  |    |          |
|--|----|----------|
| TOTAL ESTIMATED ABANDONMENT COST - PROJECT A | \$ | 679.27   |
| TOTAL ESTIMATED COST - PROJECT A             |    | 7,212.19 |

## PRELIMINARY COST ESTIMATE - PROJECT B

Installation CostMaterial Supplied by HNG

|   |               |           |
|---|---------------|-----------|
| 375 ft. of 2.375" O.D. x .125" W.T. (3.00 lb/ft.) PEW Pipe @ \$ .42/ft..... | \$ 157.50     |           |
| 2 - 2" Compression Coupling @ \$4.14.....                                   | 8.18          |           |
| 2 - 2" Pressure Control Fittings @ \$13.57 ea.....                          | 27.14         |           |
| 2 - 2" Stopcock @ \$6.79 ea....   | 13.58         |           |
| Misc. Materials & Supplies....  | 100.00        |           |
|   | <u>306.40</u> |           |
| Warehouse overhead (10%).....   | 30.64         |           |
|   |               | \$ 337.04 |
| Pigging, Testing & Cleaning new main.....                                   |               | 100.00    |

Transportation & Equipment (Contract)

|   |               |        |
|---|---------------|--------|
| 1 - Backhoe (Insley ½ yd.), 50 hrs. @ \$7.35/hr.....            | 367.50        |        |
| 1 - 2 ton truck w/float - single axle, 50 hrs. @ \$4.35/hr..... | 217.50        |        |
| 1 - Welding truck w/welding machine, 50 hrs. @ \$4.50/hr...     | 225.00        |        |
| 1 - Gang truck, 50 hrs. @ \$1.63/hr.....                        | 81.50         |        |
| 2 - Pickup trucks, 50 hrs. @ \$1.05/hr.....                     | <u>105.00</u> |        |
|   |               | 996.50 |

Transportation & Equipment (Owner)

|   |              |        |
|---|--------------|--------|
| 1 - Pickup truck, 50 hrs. @ \$1.05/hr.....        | 52.50        |        |
| 1 - Inspector's vehicle, 50 hrs. @ \$1.14/hr..... | <u>57.00</u> |        |
|   |              | 109.50 |

Supervision & Labor (Rental)

|   |               |          |
|---|---------------|----------|
| 1 - Foreman, 40 hrs. @ \$6.03/hr., 10 hrs. @ \$9.06....         | 331.80        |          |
| 2 - Operators, 40 hrs. @ \$4.24/hr., 10 hrs. @ \$6.36....       | 466.40        |          |
| 1 - Welder, 40 hrs. @ \$6.18/hr., 10 hrs. @ \$9.27....          | 339.90        |          |
| 1 - Welder's helper, 40 hrs. @ \$2.95/hr., 10 hrs. @ \$4.42.... | 162.20        |          |
| 5 - Laborers, 40 hrs. @ \$2.72/hr., 10 hrs. @ \$4.08....        | <u>748.00</u> |          |
|   |               | 2,048.30 |

Supervision & Inspection (Owner)

|   |              |        |
|---|--------------|--------|
| 1 - Inspector, 50 hrs. @ \$4.50/hr.....                 | 225.00       |        |
| 1 - Pressure Control operator, 10 hrs. @ \$4.49/hr..... | <u>44.90</u> |        |
|   |              | 269.90 |

FICA, WC/PL Insurance, Federal  
& State Unemployment, Vacation  
& Sick Pay (28.40%).....

\$ 76.65

\$ 346.55  
3,937.89

Gen. Engr., Adm. Clr. & Gen.  
Supt. (13.5%).....

531.62  
4,469.51

E.S.L. Credit.....  
Betterment Credit.....  
Salvage Credit.....

None  
None  
None

TOTAL ESTIMATED INSTALLATION COST - PROJECT B

\$ 4,469.51

#### Abandonment Cost

##### Transportation & Equipment (Contract)

1 - Backhoe (Insley ½ yd.),  
10 hrs. @ \$7.35/hr..... 73.50  
1 - 2 ton truck w/float -  
single axle, 10 hrs. @  
\$4.35/hr..... 43.50  
1 - Welding truck w/welding  
machine, 10 hrs. @ \$4.50/hr... 45.00  
1 - Gang truck, 10 hrs. @  
\$1.63/hr..... 16.30  
1 - Pickup truck, 10 hrs. @  
\$1.05/hr..... 10.50

188.80

##### Transportation & Equipment (Owner)

1 - Pickup truck, 10 hrs. @  
\$1.05/hr..... 10.50  
1 - Inspector's vehicle, 10  
hrs. @ \$1.14/hr..... 11.40

21.90

##### Supervision & Labor (Rental)

1 - Foreman, 10 hrs. @  
\$6.03/hr..... 60.30  
1 - Welder, 10 hrs. @  
\$6.18/hr..... 61.80  
1 - Operator, 10 hrs. @ \$4.24 42.40  
1 - Welder's helper, 10 hrs. @  
\$2.95/hr..... 29.50  
5 - Laborers, 10 hrs. @  
\$2.72/hr..... 136.00

330.00

##### Supervision & Inspection (Owner)

1 - Inspector, 10 hrs. @  
\$4.50/hr..... 45.00

FICA, WC/PL Insurance, Federal  
& State Unemployment, Vacation  
& Sick Pay (28.50%).....

12.78

57.78  
598.48

|  |             |           |
|--|-------------|-----------|
| Gen. Engr., Adm. Clr. & Gen.<br>Supt. (13.5%)..... | \$ 80.79    |           |
| E.S.L. Credit.....                                 | None        |           |
| Betterment Credit.....                             | None        |           |
| Salvage Credit.....                                | <u>None</u> |           |
| TOTAL ESTIMATED ABANDONMENT COST - PROJECT B       |             | \$ 679.27 |
| TOTAL ESTIMATED COST - PROJECT B                   |             | 5,148.78  |
| TOTAL ESTIMATED COST - PROJECT A + PROJECT B       |             | 12,360.97 |

## LABOR RATE - SCHEDULE A

8-22-72

| Classification      | Rate per Hour<br>Including Insurance,<br>Taxes and Profit | Overtime<br>(In Excess of 40<br>Hours per Week) |
|---------------------|---|---|
| Foreman - Main Line | \$ 6.03   | \$ 9.05   |
| Foreman - Service   | 5.62  | 8.43  |
| Welder - Main Line  | 6.18  | 9.27  |
| Welder - Service    | 5.90  | 8.85  |
| Welder Helper       | 2.95  | 4.43  |
| Labor - Unskilled   | 2.45  | 3.68  |
| Labor - Semiskilled | 2.72  | 4.08  |
| Labor - Skilled     | 2.88  | 4.32  |

These rates include the applicable payroll, unemployment and Social Security taxes and Golightly overhead expenses and profit. If it is necessary at any time to use a classification of labor that is not included in Labor Rate Schedule A, IING shall reimburse Golightly for such labor at the actual rate per hour paid by Golightly to each man plus an additional 35% of said rate to cover Golightly's taxes, insurance, other overhead expenses and profit.

## EQUIPMENT RENTAL RATE - SCHEDULE B

| Hourly Rates Include Operation & Maintenance                   |           |          |  | Straight Time |
|--|-----------|----------|--|---------------|
| Hourly Rates:  |           |          |  | Total         |
|  | Equipment | Operator |  |               |
| 1) Ditching Machine - Cleveland 240 Bar-Gr 774                 | \$12.75   | \$5.26*  |  | \$18.01       |
| 2) Ditching Machine - J36 or Parsons 77 or 150                 | 8.85      | 5.26*    |  | 14.11         |
| 4) Ditching Machine - Altex (No-Sweat)                         | 2.50      | 3.52     |  | 6.02          |
| 5) Ditching Machine - Trackmaster or equivalent                | 5.00      | 3.52     |  | 8.52          |
| 6) Dozer - TD-9 or Deere 350                                   | 5.19      | 5.26*    |  | 10.45         |
| 7) Dozer - D4D   | 7.54      | 5.26*    |  | 12.80         |
| 8) Dozer - D-6   | 11.00     | 5.26*    |  | 16.26         |
| 9) Dozer - D-7   | 15.00     | 5.26*    |  | 20.26         |
| 10) Sideboom - TD-9 or Cletrac                                 | 5.19      | 5.26*    |  | 10.45         |
| 11) Sideboom - TD-14 or D-6 or TD-9B                           | 7.35      | 5.26*    |  | 12.61         |
| 12) Sideboom - TD-18A or D-7 or 561B                           | 9.27      | 5.26*    |  | 14.53         |
| 13) Sideboom - AC-16   | 9.77      | 5.26*    |  | 15.03         |
| 14) Backhoe - Small (Deere, Ford, Oliver)                      | 6.49      | 5.26*    |  | 11.75         |
| 15) Backhoe - Insley 1/2 yd.                                   | 7.35      | 5.26*    |  | 12.61         |
| 16) Backhoe - Link Belt 58 - 5/8 yd.                           | 8.94      | 5.26*    |  | 14.20         |
| 17) Dragline   | 9.51      | 5.26*    |  | 14.77         |
| 18) 2-Ton Truck w/Float - Single Axle                          | 4.35      | 3.02     |  | 7.37          |
| 19) 2-Ton Truck w/Float - Tandem                               | 5.43      | 3.02     |  | 8.45          |
| 20) Hvy. Truck w/Tndm. Flt. or Loboy (Ford F-800 or Int. 1780) | 8.275     | 3.52     |  | 11.795        |
| 21) Welding Truck w/Welding Machine-200 AMP (Service)          | 4.50      | 5.90*    |  | 10.40         |
| 22) Welding Truck w/Welding Machine-200 AMP (Mainline)         | 4.50      | 6.18*    |  | 10.68         |
| 23) Welding Truck w/Welding Machine-300 AMP                    | 4.46      | 6.18*    |  | 10.64         |
| 24) Grader - Maintainer  | 7.35      | 5.26*    |  | 12.61         |
| 25) Pickup 1/2-Ton   | 1.05      | --       |  | 1.05          |
| 26) Pickup 3/4-Ton (Fuel Truck)                                | 1.14      | --       |  | 1.14          |
| 27) Gang Truck   | 1.63      | --       |  | 1.63          |
| 28) Gang Truck w/Winch   | 1.75      | --       |  | 1.75          |
| 29) Gang Truck w/Backhoe                                       | 2.50      | --       |  | 2.50          |

| Rates Including Repairs & Maintenance, But Excluding Operators -        |  | Per Day |
|---|--|---------|
| 1) Dope Pot - 3 bbl. or smaller   |  | \$ 7.00 |
| 2) Dope Pot - 5 bbl.  |  | 9.00    |
| 3) Dope Pot - 10 bbl.   |  | 10.00   |
| 4) Air Compressor - Jaeger 105  |  | 15.00   |
| 5) Air Compressor - 210   |  | 27.00   |
| 6) Air Tamper with 50 feet of 1" hose                                   |  | 5.50    |
| 7) Paving Breaker with 50 feet of 1" hose                               |  | 5.50    |
| 8) 50-foot length of 1" Air Hose  |  | 3.70    |
| 9) Pump - 2" with hose  |  | 7.00    |
| 10) Pump - 3" or 4" with hose   |  | 10.00   |
| 11) Tools-Misc.-6" lines or under (Shovels, Skids, Clamps, Cable, etc.) |  | 10.00   |
| 12) Tools-Misc.-8" or larger lines only (Skids, Clamps, Calipers, etc.) |  | 15.00   |
| 13) Dragline Mud Mats   |  | 8.10    |
| 14) Sand Blasting Machine   |  | 9.00    |
| 15) Hozzle Attachment   |  | 2.90    |
| 16) Ryan Super C Plow   |  | 35.00   |

Overtime rate for these Operators' (Welders) is 1-1/2 straight time rate shown.  
Overtime is not paid on Equipment rates or on any other Operators' rates.

THEOLIA GUESS ET AL  
TO # 108424 RIGHT OF WAY AGREEMENT  
DARST CO-OPERATIVE GIN CO.

STATE OF TEXAS X  
COUNTY OF FT. BEND X

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ~~ANNA GREEN~~, ROBERT GREEN, LIZZIE ANN GREEN, ~~H. G. GUES~~, THEOLIA GUESS AND ANNIE MAE SMITH (hereinafter called Grantor, whether one or more), for and in consideration of One and 00/100 (\$1.00) Dollar cash in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto DARST CO-OPERATIVE GIN COMPANY, a Texas corporation, its successors and assigns (hereinafter called Grantee), a right-of-way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, changing the size of, replacing and removing a pipe line (with valves, fittings and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route (the laying of the pipe line to constitute the selection of the route by the Grantee) under, upon, over, through and across the lands of Grantor, situated in the County of Fort Bend, State of Texas, described as follows:

Beginning at the Northeast corner of the Richard Green tract which is the Northwest corner of this tract, thence South 30° East 710 ft. for corner the Southwest corner of this tract, thence North 60° East 3,693 ft. for corner which is the Southwest corner of the Simon Green tract and the Southeast corner of this tract, thence North 30° West 705 ft. for corner. The Northwest corner of the Simon Green tract, and the Northeast corner of this tract, and in the South line of the Moore Tract, thence South 30° West to place of beginning, containing 59 acres more or less, as shown by deed to Henry Green recorded in Volume 38, Page 445 of Deed Records of Fort Bend County.

It is the intention of the parties that the right-of-way and easement herein granted shall also extend entirely across any lands claimed by Grantor as a result of adverse possession thereof adjacent or contiguous to the land particularly described above.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of

Page #2

ingress and egress over and across said lands of the Grantor to and from said right-of-way and easement, and the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance and repair of said pipe line and the right to operate one pipe line during the period of construction of another pipe line for the purpose of replacing, repairing, or changing the size of the pipe line operated hereunder. The Grantee shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns, for so long as a pipe line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors, administrators, and assigns, to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantee agrees to bury all pipe lines below plow depth, and also to pay for any damage to fences and growing crops which may arise from altering, repairing, removing, changing the size of and replacing such pipe lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor(s) herein has (have) executed this conveyance this 26th day of July, 1957.

Page #3

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

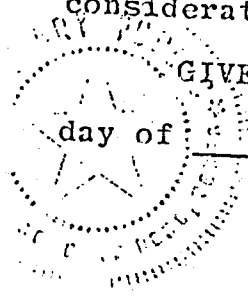
GRANTOR(S)

Theolia Guess.  
Annie Mae Green  
Lizzie Ann Green  
Robert H. Green.

THE STATE OF TEXAS }  
 COUNTY OF FT. BEND }

BEFORE ME, the undersigned authority, on this day personally appeared ~~ANNA GREEN~~, ROBERT GREEN, LIZZIE ANN GREEN, ~~R. G. GUESS~~, THEOLIA GUESS AND ANNIE MAE SMITH, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument of writing and acknowledged to me that he (they) executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this the 26th day of July, A. D. 1957.



[Signature]  
 Notary Public, Fort Bend County,  
 Texas.

THE STATE OF TEXAS  
COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 26 day of August A. D. 1957, at 11:45 o'clock AM, and duly recorded the 26 day of August A. D. 1957, at 4:50 o'clock PM, in the Deed Records of said County, in Vol. 268 on page 276

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

By [Signature] Deputy.

ELLA MACEK, Clerk County Court  
Fort Bend County, Texas

5

108422

*Theresa Green  
et al*

*Direct Co-Operative  
Kin Co.*

*Right - of way  
agreement*

COUNTY CLERK

FILED FOR RECORD THIS

AUG 26 1957

*[Signature]* O'Clock PM  
County Clerk Fort Bend Co., Texas  
Deputy

*Houston National Gas Corp  
August 24 1957  
James H. [Signature]*

THE STATE OF TEXAS }  
COUNTY OF FT. BEND }

BEFORE ME, the undersigned authority, on this day personally appeared R.V. BRAXTON and HILLARD JACKSON, each known to me to be a credible person, and, after being by me duly sworn, upon oath deposes and says that they were each well and personally acquainted with Henry Green, deceased, during his lifetime; that the deceased departed this life testate in Ft. Bend County, Texas on or about 19; and that the deceased left the following named persons as his sole surviving heirs at law, to-wit:

| NAME             | RELATIONSHIP | AGE | ADDRESS         |
|------------------|--------------|-----|-----------------|
| ANNIE MAE SMITH  | DAUGHTER     |     | KENDLETON TEXAS |
| THEOLA GUESS     | "            |     | " "             |
| LILLIE ANN GREEN | "            |     | " "             |
| ROBERT GREEN     | SON          |     | " "             |

R.V. Braxton  
Affiant

Hillard Jackson  
Affiant

Sworn to and subscribed before me, this the 25th day of July, 1957, to certify which I have hereunto affixed my signature and seal of office.

Annie N. Green  
Notary Public in and  
for Ft. Bend County, Texas

THE STATE OF TEXAS }  
COUNTY OF FT. BEND }

BEFORE ME, the undersigned authority, on this day personally appeared R.V. BRAXTON and HILLARD JACKSON, known to me to be the persons whose names are signed to the foregoing instrument, and each acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 25th day of July, 1957.

Annie N. Green  
Notary Public in and  
for Ft. Bend County, Texas

AFFIDAVIT

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MARK W. ROBERTSON, who after being by me duly sworn, did depose and say:

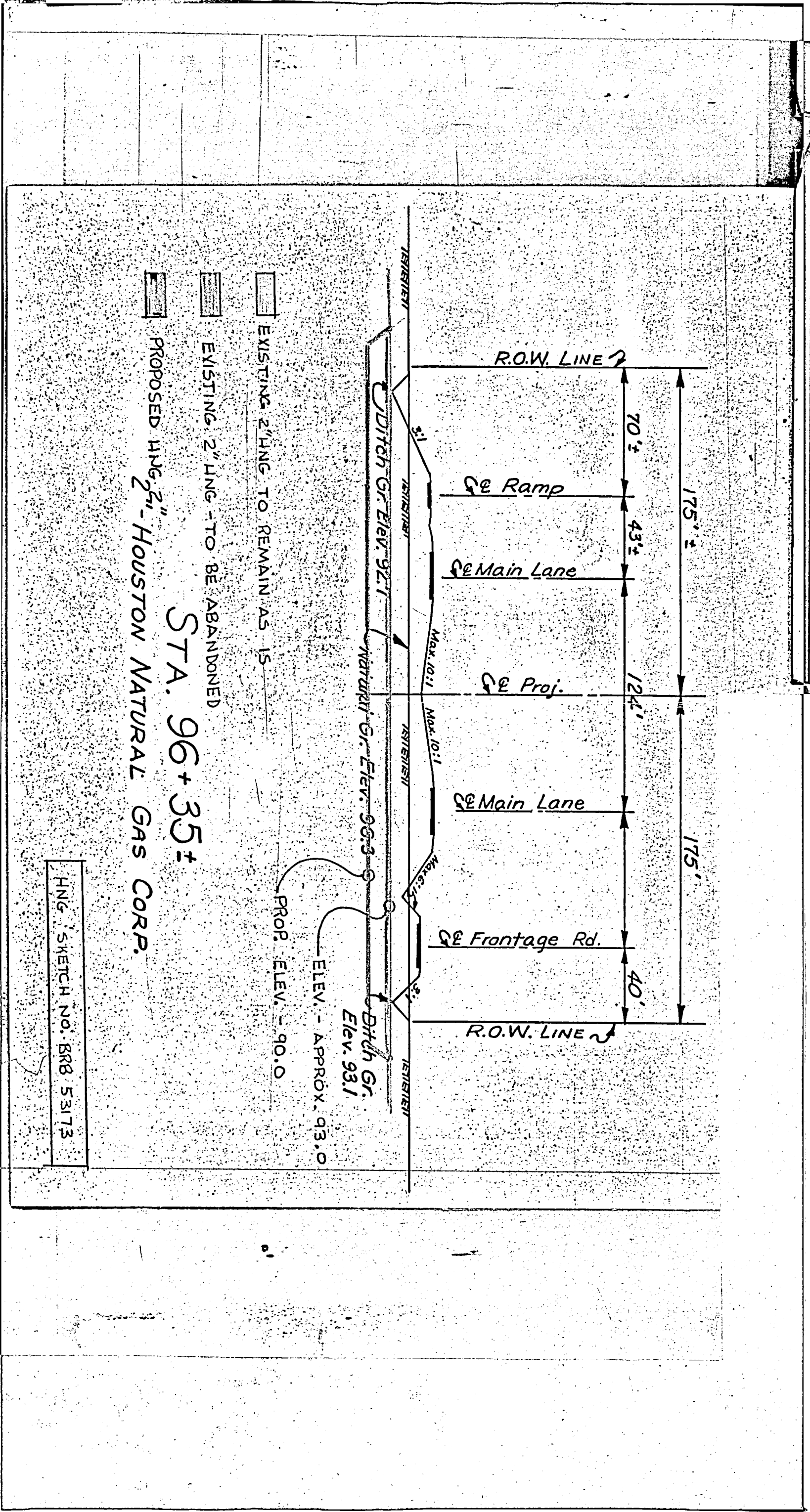
I am Right-of-Way Manager of Houston Natural Gas Corporation, a Texas corporation; that Houston Natural Gas Corporation owns, operates and maintains a 1-1/4" and 2" natural gas pipeline in the I. & G.N. R.R. Survey, A-351, Ft. Bend County, Texas, which line has been in continuous use and existence since the year 1929 and which is operated and maintained by Houston Natural Gas Corporation for the purpose of furnishing natural gas service to the town of Beasley, Texas; that a portion of said line is presently existing and is now in place between a point located at Houston Pipe Line Company's existing regulator station site, same being between Texas Highway Department engineering stations 400 and 405 south of the northerly line of the proposed relocation route of U.S. Highway 59, and a point located on the northerly line of the said proposed relocation route, each said point being on or within the said proposed relocation route of said U.S. Highway 59, as per Texas Highway Department map or drawing thereof, and being south of the town of Beasley, Ft. Bend County, Texas and within the I. & G. N. R.R. Survey, A-351, Ft. Bend County, Texas.

*Mark W. Robertson*  
Mark W. Robertson

SWORN TO AND SUBSCRIBED before me, a Notary Public in and for said County and State, this 28 day of May, 1973.

*Fern Heath*  
Notary Public in and for  
Harris County, Texas.

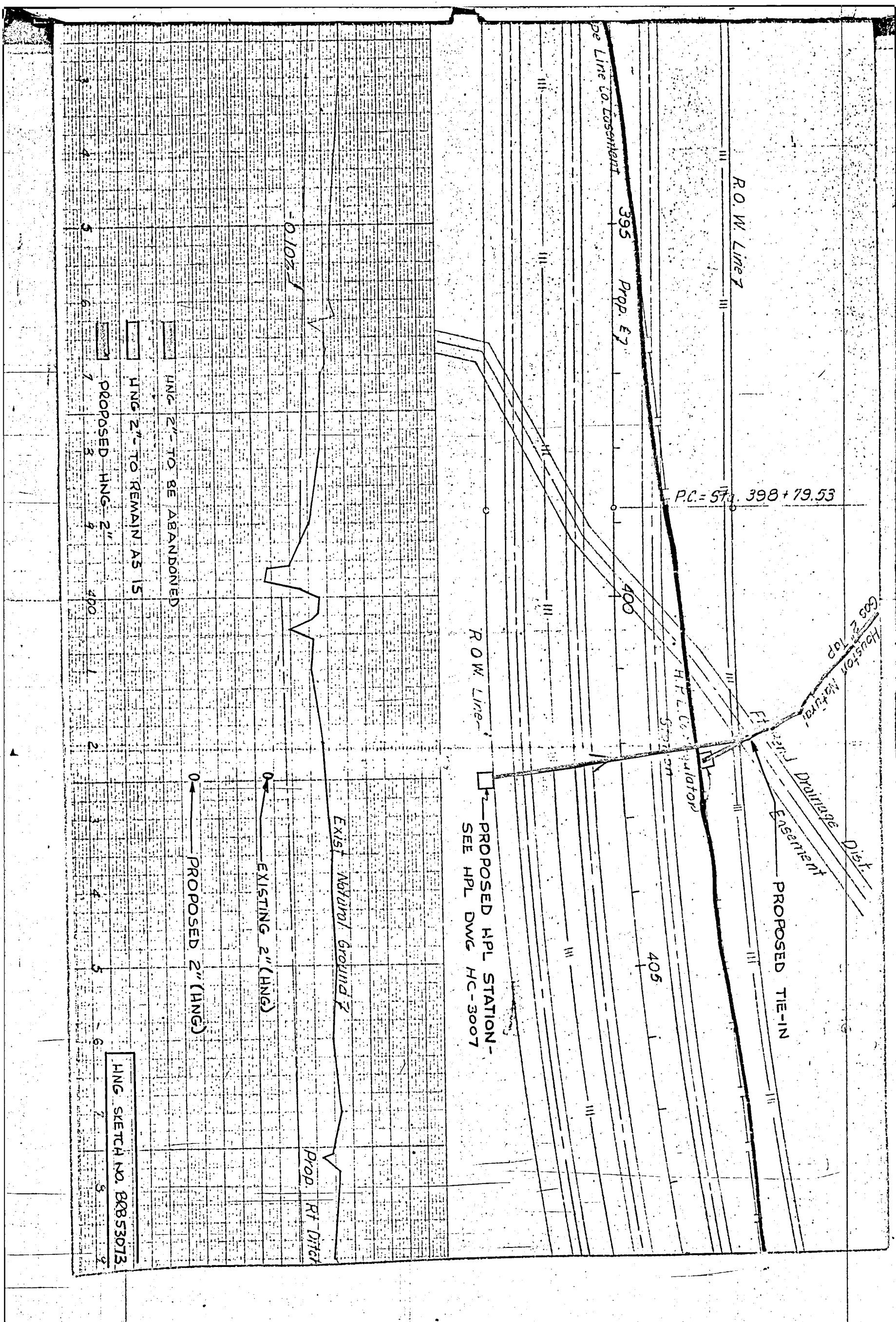
FERN HEATH, NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS  
BY COMMISSION EXPIRES 6/1/73



- EXISTING 2" HNG TO REMAIN AS IS
- EXISTING 2" HNG - TO BE ABANDONED
- PROPOSED HNG 2" - HOUSTON NATURAL GAS CORP.

STA. 96+35±

HNG SKETCH NO. BRB 53173





SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 24th day of September, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Special Session of September 17th, 1973 were approved.

RE: ACCEPT BID OF USED MOTOR GRADER FOR PRECINCT #1

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the bid of Wilburn Kettler, Route 1, Box 229, Wallis, Texas, for a used Motor Grader for Precinct #1, in the amount of \$7,650.50.

RE: DELINQUENT TAX ROLL APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the Delinquent Tax Roll, Supplemental Tax Roll and Error Sheets as presented by the Tax Assessor-Collector.

RE: APPROVAL OF VARIOUS WATER DISTRICT DIRECTORS BONDS

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the Bonds of Board of Directors of Burlington Colony Municipal Utility District and Cherry Hill Municipal Utility District and are recorded in the Bond Records of Fort Bend County, Texas.

RE: APPOINTMENT OF 2 NEW MEMBERS TO SERVE ON THE CHILD WELFARE BOARD

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved to appoint Jose F. Hernandez and Father John Pinsonneault, as new members to serve on the Child Welfare Board.

-----  
There being no further business, the Court adjourned at 8:30 o'clock A.M.

Josh Gates  
COUNTY JUDGE

ATTEST:

Ella Maeck  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 1st day of October, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

Commissioner Johnnie Pustka was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Special Session of September 24, 1973, were approved.

RE: TEXAS WATER RIGHTS COMMISSION-SETTING DATE FOR HEARING ON PROPOSED CREATION OF BLUE RIDGE SOUTH MUNICIPAL UTILITY DISTRICT

Notice was given to the Commissioners Court setting a date for hearing, creating the Blue Ridge South Municipal Utility District. Hearing will be held at 10:00 o'clock A.M. on the 18th day of October, 1973, at the office of the Texas Water Rights Commission, in the City of Austin, Travis County, Texas.

RE: EMPLOYMENT OF DEPUTY IN COUNTY CLERK'S OFFICE

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the employment of Olivia L. Cortez, Deputy County Clerk to replace Clara Okruhlik, at a salary of \$330.00 per month, effective October 1, 1973.

RE: EMPLOYMENT OF DEPUTY FOR THE SHERIFF'S DEPARTMENT AND RESERVE DEPUTY FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the application of Gary Wayne Quinn, Deputy to replace Chuck Daniels, at a salary of \$660.00 per month, effective October 1, 1973.

Employment of Gordon Terry Hood, Reserve Deputy, effective October 1, 1973.

RE: ADVERTISE FOR BIDS FOR SALE OF 1 CATERPILLAR MOTOR GRADER IN PRECINCT #4

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court ordered to advertise for bids for sale of 1 Caterpillar Motor Grader, 1-12 Model, in Precinct #4.

RE: ADVERTISE FOR BIDS FOR 1 OR MORE SHREDDER TRACTORS FOR FORT BEND COUNTY DRAINAGE DISTRICT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered to advertise for bids for 1 or more Shredder Tractors for Fort Bend County Drainage District.

RE: PUBLIC WEAIGHER'S BONDS APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed the Court approved the Public Weigher's Bonds of Eddie Washington and Dorothy Wruck.

RE: APPROVE PLAT OF RIDGEGATE SECTION 1

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the plat of Ridgeway Section One, a subdivision of 112.6693 acres of land out of the John Lafayette Survey, Abstract No. 280, the J. Poitevent No. 3 Survey, Abstract No. 305 and The E. Friedenhaus Survey, Abstract No. 513 of Fort Bend County, Texas.

RE: PETITION, ORDER AND DECLARING RESULTS OF ELECTION FOR INCORPORATION OF THE TOWN OF KENDLETON, TEXAS

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court declared the results of the election for Incorporation of the Town of Kendleton, Texas as follows:

KENDLETON, TEXAS  
PETITION FOR INCORPORATION

The undersigned, being qualified voters, having resided within the limits of the proposed Town of Kendleton, Fort Bend County, Texas for at least six (6) months do hereby petition the Honorable County Judge of Fort Bend County to order an election for the purpose of submitting the question of the incorporation of the Town of Kendleton to a vote of the people. The town shall be known as the Town of Kendleton, the boundary of which shall be as follows (a plat of such boundary being attached):

A Field Note Description of 516 Acres, more or less, for proposed Kendleton Incorporation, Isaac McGary League, Abstract 58, Fort Bend County, Texas.

Begin at a point on the centerline of the G. H. & S. F. Railroad at the projection of the centerline of Hilltop Road;

THENCE, North 30 degrees West, 800 feet, more or less, to the West corner of this Tract;

THENCE, North 60 degrees East, 4100 feet, more or less, along the Northwest line of the Samuel Knapp Tract and Southeast line of the Independent Mission Baptist Orphan Association Home and Ben L. Vineyard Tract to corner;

THENCE, North 30 degrees West, 2100 feet, more or less, to corner;

THENCE, North 60 degrees East, at 700 feet, more or less, pass the East line of the State Farm Market Road No. 2919 in all 900 feet, more or less, along the Northwest line of the A. J. Henderson Tract and Southeast line of the Seldan West Tract to corner;

THENCE, Southeasterly 200 feet distant from and parallel to the East line of said State Farm Road NO. 2919, 700 feet, more or less to corner;

THENCE, North 60 degrees East, 3000 feet, more or less, to the North corner of this Tract on the South line of the Homer Pettit 42.0 acres;

THENCE, South 32 degrees 56' East, 1500 feet, more or less, to corner that is located 8450 feet South 57 degrees 04' West from the Northeast line of the Isaac McGary League;

THENCE, North 57 degrees 04' East, 450 feet, more or less, along the Northwest line of the G. H. & S. F. Railroad to corner;

THENCE, South 32 degrees 56' East, 1300 feet, more or less, along the Southwest corner of the Dorothy Tayler 2.0 Acre Tract;

THENCE, South 60 degrees West, 1500 feet, more or less, along the Northwest line of the T. B. Mitchell Tract to centerline of Brooks Branch;

THENCE, Southerly along the centerline of Brooks Branch to the Southeast of the Homer Petitt Tract and Northwest line of the Frank Hardison Tract;

THENCE, South 60 degrees West, 1000 feet, more or less, to corner;

THENCE, North 30 degrees West, 200 feet, more or less, along the East line of Lum Road to corner;

THENCE, South 60 degrees West, 1600.0 feet, more or less, along the North line of the Old Richmond-Wharton Road to corner;

THENCE, South 30 degrees East, 400 feet, more or less, along the Southwest Line of Road to corner;

THENCE, South 60 degrees West, 3600 feet, more or less, to the South corner of this Tract;

THENCE, North 30 degrees West, 1050 feet, more or less, along the Southward projection of Hilltop Road to the place of beginning and containing 516 acres of land, more or less.

- |                               |                                   |
|-------------------------------|-----------------------------------|
| 1. <u>Lee Ray Barbery</u>     | 26. <u>C. Lawrence Knapp</u>      |
| 2. <u>Ladie Barbery</u>       | 27. <u>Henry P. Johnson</u>       |
| 3. <u>Yed A. Hill Sr</u>      | 28. <u>Franklin L. Johnson</u>    |
| 4. <u>Carl M. Williams</u>    | 29. <u>Rev. H. R. Robinson</u>    |
| 5. <u>Carl M. Williams</u>    | 30. <u>Ada B. H. Smith</u>        |
| 6. <u>Eugenie Jones</u>       | 31. <u>Mildred Jones</u>          |
| 7. <u>Mrs. Eugenie Jones</u>  | 32. <u>James Jones</u>            |
| 8. <u>Ethel Jones</u>         | 33. <u>David Jones</u>            |
| 9. <u>Robert R. Walker Jr</u> | 34. <u>Ethelnie Keston</u>        |
| 10. <u>Lucile M. Walker</u>   | 35. <u>Frederick R. Jones</u>     |
| 11. <u>Quay D. Ruffin</u>     | 36. <u>John F. Melton</u>         |
| 12. <u>Thelma Billingsley</u> | 37. <u>Carl L. Neal</u>           |
| 13. <u>Richard Braxton</u>    | 38. <u>Edna Neal</u>              |
| 14. <u>Erwin Minor Jr</u>     | 39. <u>Ola Mae Hill</u>           |
| 15. <u>W. M. McNeil</u>       | 40. <u>Mrs. J. T. Fairs</u>       |
| 16. <u>Mrs. Hester McNeil</u> | 41. <u>Corrie Melton</u>          |
| 17. <u>Billy Noble</u>        | 42. <u>Belvie Lee Conner</u>      |
| 18. <u>Lith. C. D. R.</u>     | 43. <u>Mrs. Belvie Lee Conner</u> |
| 19. <u>Shuman Clark</u>       | 44. <u>W. H. Jackson</u>          |
| 20. <u>Lindsay Hayner</u>     | 45. <u>Lee Ethel Dickerson</u>    |

- |                                     |                                  |
|-------------------------------------|----------------------------------|
| 21. <u>Ludia M. Minor</u>           | 46. <u>Melvin Lott</u>           |
| 22. <u>J.P. Davis</u>               | 47. <u>Albert C. Allen</u>       |
| 23. <u>Ernie B. Humphrey</u>        | 48. <u>Kenneth N. Allen</u>      |
| 24. <u>George T. Money Jr.</u>      | 49. <u>Merleay Humphrey</u>      |
| 25. <u>Miss Ruby Dwayne Dillard</u> | 50. <u>Ernie B. Humphrey Jr.</u> |

FILED AUGUST 1st, 1973

Josh Gates  
Josh Gates, County Judge  
Fort Bend County, Texas


## ORDER AND NOTICE OF ELECTION

THE HONORABLE COUNTY JUDGE JOSH GATES, having received a petition from the citizens of the community of Kendleton, Texas on August 1, 1973, for the purpose of ordering an election for the purpose of submitting the question of the incorporation of the Town of Kendleton to a vote of the people, and having found that the provisions of Article 1133, et seq., Chapter 11, Title 28, of the Revised Civil Statutes of Texas, as amended, have been met, does hereby order and give notice of the following election:

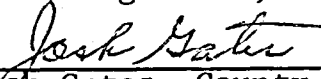
The question of corporation or no corporation will be submitted to a vote of the citizens of the community of Kendleton on Saturday, September 8, 1973, between the hours of 7:00 a.m. to 7:00 p.m. The polls will be located at the Baptist Independent District Encampment Cafeteria in Kendleton, Texas. Absentee ballots will be available to be cast in person or by mail at the County Clerk's Office, Fort Bend County, Texas. All Absentee votes by personal appearance at the Clerk's Office must be cast no later than 5:00 p.m. September 4, 1973. Applications for Absentee voting by mail must be received by the County Clerk not later than September 4, 1973.

It is further ordered and decreed that Henry P. Johnson is hereby appointed as the official presiding officer of the foregoing ordered election.

So ordered and decreed this 15th day of August, 1973.

  
\_\_\_\_\_  
Josh Gates  
County Judge  
Fort Bend County, Texas

Filed August 15, 1973

  
\_\_\_\_\_  
Josh Gates, County Judge  
Fort Bend County, Texas

## ELECTION RETURN

To the County Judge of Fort Bend County, Texas:

I, the undersigned, the presiding Judge for an election held in the community of Kindleton, Texas at the Baptist Independent District Encampment Cafeteria on the 8th day of September, 1973, upon the propositions set forth in the order calling said election as ordered by the County Judge of Fort Bend County, Texas, do hereby certify that at said election only qualified voters in said community and in the area designated for incorporation were permitted to vote, and there were 87 votes cast of which there were cast:

For Incorporation 62 votes

Against Incorporation 22 votes

*3 votes not counted*

I herewith return the poll list and tally sheet of said election.

WITNESS MY HAND THIS 8th day of September, 1973.

Henry P. Johnson  
Henry P. Johnson  
Presiding Judge

## ORDER

THE HONORABLE COUNTY JUDGE JOSH GATES, having received the Election Return from the citizens of the community of Kendleton, Texas on September 18, 1973, such election having been held for the purpose of submitting the question of the incorporation of the Town of Kendleton to a vote of the people, and having found that the provisions of Article 1133, et seq., Chapter 11, Title 28, of the Revised Civil Statutes of Texas, as amended have been met, and having found that a majority of the votes were cast in favor of incorporation, does hereby order the following:

An entry shall be made upon the records of the Commissioner's Court of Fort Bend County, Texas, as follows:

The voters of the community of Kendleton, Texas on September 8, 1973, by a majority vote, did vote to incorporate, the town shall be known as the Town of Kendleton, Texas, the boundary of which shall be as follows:

A Field Note Description of 516 Acres, more or less, for the Town of Kendleton, Texas, Isaac McGary League, Abstract 58, Fort Bend County, Texas.

Begin at a point on the centerline of the G. H. & S. F. Railroad at the projection of the centerline of Hilltop Road;

THENCE, North 30 degrees West, 800 feet, more or less, to the West corner of this Tract;

THENCE, North 60 degrees East, 4100 feet, more or less, along the Northwest line of the Samuel Knapp Tract and Southeast line of the Independent Mission Baptist Orphan Association Home and Ben L. Vineyard Tract to corner;

THENCE, North 30 degrees West, 2100 feet, more or less, to corner;

THENCE, North 60 degrees East, at 700 feet, more or less, pass the East line of the State Farm Market Road No. 2919 in all 900 feet, more or less, along the Northwest line of the A. J. Henderson Tract and Southeast line of the Seldan West Tract to corner;

THENCE, Southeasterly 200 feet distant from and parallel to the East line of said State Farm Road No. 2919, 700 feet, more or less to corner;

THENCE, North 60 degrees East, 3000 feet, more or less, to the North corner of this Tract on the South line of the Homer Pettit 42.0 acres;

THENCE, South 32 degrees 56' East, 1500 feet, more or less, to corner that is located 8450 feet South 57 degrees 04'

West from the Northeast line of the Isaac McGary League;

THENCE, North 57 degrees 04' East, 450 feet, more or less, along the Northwest line of the G. H. & S. F. Railroad to corner;

THENCE, South 32 degrees 56' East, 1300 feet, more or less, along the Southwest corner of the Dorothy Tayler 2.0 Acre Tract;

THENCE, South 60 degrees West, 1500 feet, more or less, along the Northwest line of the T. B. Mitchell Tract to centerline of Brooks Branch;

THENCE, Southerly along the centerline of Brooks Branch to the Southeast of the Homer Petitt Tract and Northwest line of the Frank Hardison Tract;

THENCE, South 60 degrees West, 1000 feet, more or less, to corner;

THENCE, North 30 degrees West, 200 feet, more or less, along the East line of Lum Road to corner;

THENCE, South 60 degrees West, 1600.0 feet, more or less, along the North line of the Old Richmond-Wharton Road to corner;

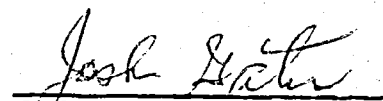
THENCE, South 30 degrees East, 400 feet, more or less, along the Southwest Line of Road to corner;

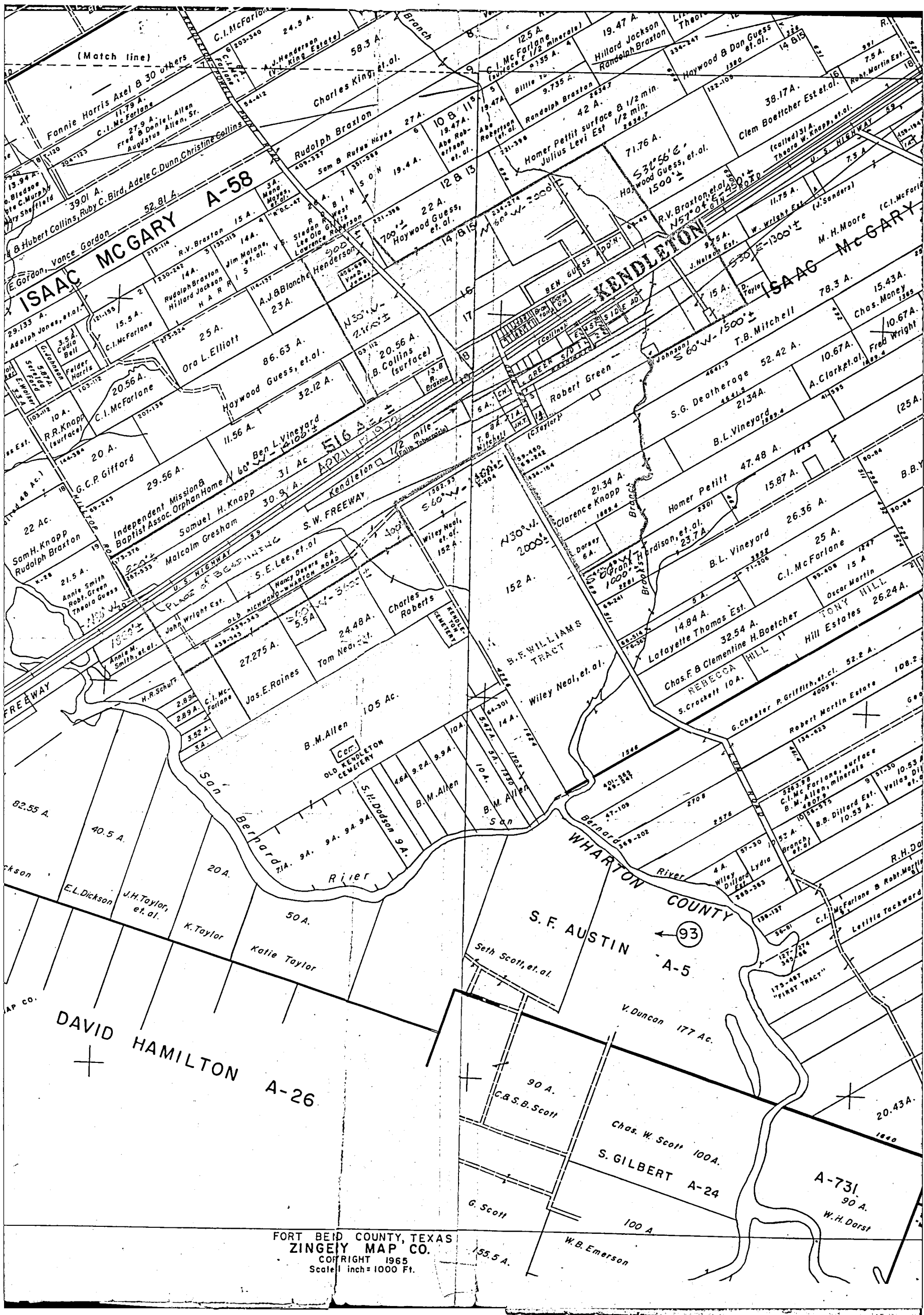
THENCE, South 60 degrees West, 3600 feet, more or less, to the South corner of this Tract;

THENCE, North 30 degrees West, 1050 feet, more or less, along the Southward projection of Hilltop Road to the place of beginning and containing 516 acres of land, more or less.

It is further ordered that a certified copy of the above entry, together with the plat of the Town of Kendleton, Texas, shall be recorded in the Deed Records of Fort Bend County, Texas.

SO ORDERED AND DECREED this 27th day of September, 1973.

  
Josh Gates  
County Judge  
Fort Bend County, Texas



RE: GUARANTEE OF WORKMANSHIP AND MATERIALS FOR COURTHOUSE ROOF REPAIRS ACCEPTED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court accepted guarantee of Workmanship and materials for 15 years on Courthouse roof repairs by A. D. Lang Co., Inc., as follows:

5

*A. D. Lang Co., Inc.*

5925 KIRBY DRIVE, SUITE 205  
HOUSTON, TEXAS 77005  
526-1123

September 24, 1973

Honorable Judge & Commissioners Court  
Fort Bend County Courthouse  
Richmond, Texas

WITNESSETH:

We do hereby singly and jointly bind our respective companies to guarantee all workmanship and materials furnished by us on the Courthouse Building at Richmond, Texas. We do hereby guarantee all roofing, flashing etc. installed by us against leaking or any water damage to the structure. This Warranty does not cover damage by hurricane, tornado, hail or other conditions over which we do not have control. The period of this warranty will run from the date of completion and acceptance by the Court for a period of Fifteen (15) years.

Respectfully submitted,

A. D. LANG & CO.

By: *A. D. Lang*  
A. D. LANG, President

KLARE PAINTING & ROOFING CO.

By: *Gus A. Klare*

ACCEPTED:

This the 1st day of October, 1973.

By: *Josh Baker*



RE:: APPROVEECIVILWDEFENSEHAGREEMENTTWITHTSUGAR CREEKHOMESRASSOCIATION A

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the Agreement with Sugar Creek Homes Association, as follows:

SUGAR CREEK HOMES ASSOCIATION

AND

CIVIL DEFENSE AGREEMENT

FORT BEND COUNTY

THE STATE OF TEXAS :  
COUNTY OF FORT BEND \*

WHEREAS Fort Bend County desires to provide better fire protection and other services necessary for civil defense for residents of Fort Bend County who reside outside incorporated areas, but Fort Bend County has limited resources; and

WHEREAS Sugar Creek Homes Association desires to assist Fort Bend County in providing such civil defense services; NOW THEREFORE

IT IS AGREED THAT:

1. Fort Bend County, at no expense to itself, will provide fire fighting and other equipment available for civil defense purposes as requested by Sugar Creek Homes Association and with mutal agreement of Commissioners Court of Fort Bend County.
2. Sugar Creek Homes Association will operate such equipment on behalf of Fort Bend County during fires and other emergencies of a civil defense nature.
3. Sugar Creek Homes Association will, at its expense, provide housing for such equipment, qualified operators, and all maintenance and supplies for operating such equipment.
4. Sugar Creek Homes Association will promptly reimburse Fort Bend County for all expenses incurred by Fort Bend County relating to such equipment, including those related to acquiring, insuring, maintaining, housing, operating and bookkeeping.
5. Sugar Creek Homes Association will provide facilities for Fort Bend County Ambulance Service as soon as facilities are available in the East end of Fort Bend County at no expense to Fort Bend County.

6. Sugar Creek Homes Association will indemnify, save and keep harmless Fort Bend County from all costs, damages, losses, and expenses and any tort or property damage liability resulting from its furnishing such civil defense equipment to be operated by Sugar Creek Homes Association.

EXECUTED this 12th day of SEPTEMBER, 1973.

SUGAR CREEK HOMES ASSOCIATION

By Don L. Russell  
Don L. Russell, President

SUGAR CREEK HOMES ASSOCIATION

TO

RESOLUTION

DON L. RUSSELL

I, DAVID SEARLS, JR., Secretary of Sugar Creek Homes Association, a Texas Corporation, do hereby certify that the following is a true and correct copy of a resolution of the Directors of Sugar Creek Homes Association, adopted at a meeting of the Directors held in accordance with the By-Laws of said corporation on SEPTEMBER 14, 1973, at which meeting a majority of the Directors were present and voted in favor of such resolution, which resolution has not been modified, rescinded, or changed, and remains in full force and effect, to-wit:

"Resolved that the President, Don L. Russell, of this corporation shall be and is hereby authorized on behalf of this corporation to enter into a Civil Defense Agreement with Fort Bend County in the following form:

SUGAR CREEK HOMES ASSOCIATION

AND

CIVIL DEFENSE AGREEMENT

FORT BEND COUNTY

THE STATE OF TEXAS :

\*

COUNTY OF FORT BEND :

WHEREAS Fort Bend County desires to provide better fire protection and other services necessary for civil defense for residents of Fort Bend County who reside outside incorporated areas, but Fort Bend County has limited resources; and

WHEREAS Sugar Creek Homes Association desires to assist Fort Bend County in providing such civil defense services; NOW THEREFORE

IT IS AGREED THAT:

1. Fort Bend County, at no expense to itself, will provide fire fighting and other equipment available for civil defense purposes as requested by Sugar Creek Homes Association and with mutal agreement of Commissioners Court of Fort Bend County.

2. Sugar Creek Homes Association will operate such equipment on behalf of Fort Bend County during fires and other emergencies of a civil defense nature.

3. Sugar Creek Homes Association will, at its expense, provide housing for such equipment, qualified operators, and all maintenance and supplies for operating such equipment.

4. Sugar Creek Homes Association will promptly reimburse Fort Bend County for all expenses incurred by Fort Bend County relating to such equipment, including those related to acquiring, insuring, maintaining, housing, operating and bookkeeping.

5. Sugar Creek Homes Association will provide facilities for Fort Bend County Ambulance Service as soon as facilities are available in the East end of Fort Bend County at no expense to Fort Bend County.

6. Sugar Creek Homes Association will indemnify, save and keep harmless Fort Bend County from all costs, damages, losses, and expenses and any tort or property damage liability resulting from its furnishing such civil defense equipment to be operated by Sugar Creek Homes Association.

EXECUTED this 12th day of SEPTEMBER, 1973.

SUGAR CREEK HOMES ASSOCIATION

By Don L. Russell  
Don L. Russell, President "

In testimony whereof, I have hereunto set my hand and affixed the seal of this corporation on this the 12th day of SEPTEMBER, 1973.

David Seals, Jr.  
Secretary

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by DAVID SEALS, JR., on this 12th day of SEPTEMBER, 1973.

John L. Isner  
Notary Public in and for  
Fort Bend County, Texas  
HARRIS,

I, Don L. Russell, President of Sugar Creek Homes Association, hereby certify that the foregoing certificate, statement and resolution are true and correct.

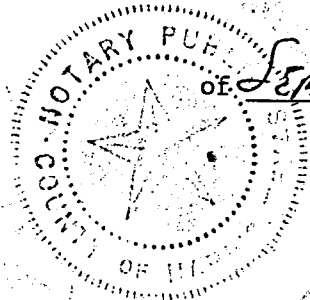
Don L. Russell  
Don L. Russell, President

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by Don L. Russell, on this 12th day of SEPTEMBER, 1973.

John L. Isner  
Notary Public in and for  
Fort Bend County, Texas  
HARRIS,

THE STATE OF TEXAS :  
                   HARRIS \*  
 COUNTY OF FORT-BEND :

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared DAVID LEANES, JR. Secretary of Sugar Creek Homes Association, 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, in the capacities therein stated, and as the act and deed of said Sugar Creek Homes Association.

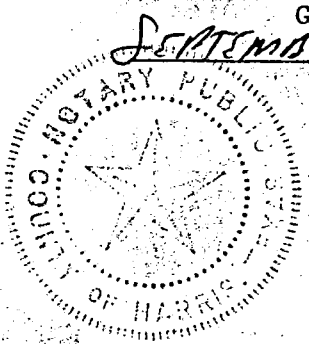


GIVEN under my hand and seal of office, this 12TH day of SEPTEMBER, A. D. 1973.

Quinn J. Hedger  
 Notary Public in and for  
 Fort-Bend County, Texas  
 HARRIS

THE STATE OF TEXAS :  
                   HARRIS \*  
 COUNTY OF FORT-BEND :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Don L. Russell, President of Sugar Creek Homes Association, 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, in the capacities therein stated, and as the act and deed of said Sugar Creek Homes Association.



GIVEN under my hand and seal of office, this 12TH day of SEPTEMBER, A. D. 1973.

Quinn J. Hedger  
 Notary Public in and for  
 Fort-Bend County, Texas  
 HARRIS

There being no further business, the Court adjourned at 9:55 o'clock A.M.

Josh Gates  
 COUNTY JUDGE

ATTEST: Ella Maeek  
 COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

BE IT REMEMBERED: That on the 8th day of October, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session with the following present:

|                     |                         |
|---------------------|-------------------------|
| Josh Gates,         | County Judge            |
| Johnnie Pustka      | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr. | Commissioner Prect. # 2 |
| J. M. Davis,        | Commissioner Prect. # 3 |
| Ed. H. Helwig,      | Commissioner Prect. # 4 |

when the following orders were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Minutes of Special Session of October 1, 1973 following minor corrections.

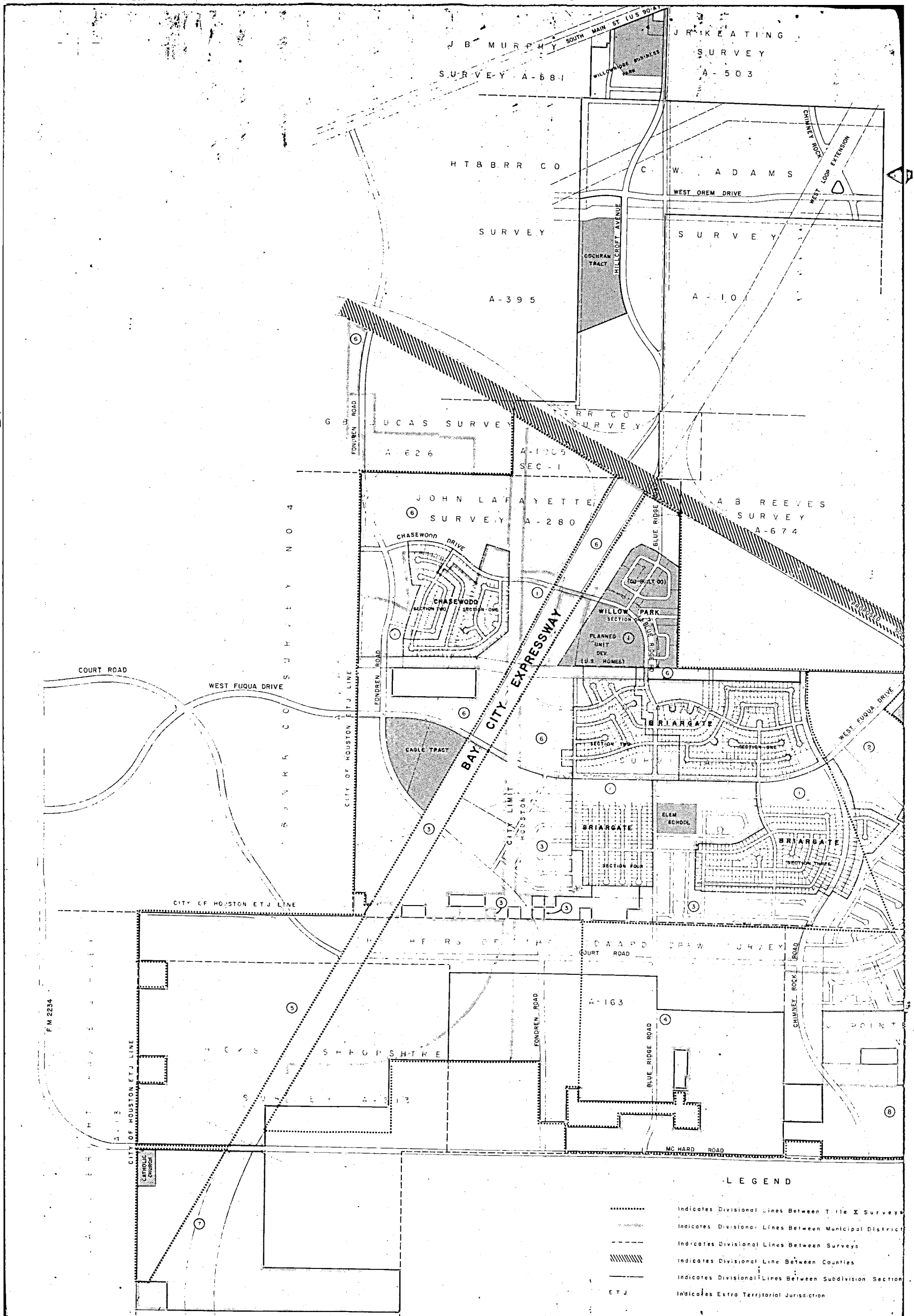
RE: OPEN BIDS FOR SALE OF ONE USED CATERPILAR MOTOR GRADER FOR PRECINCT #4

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul W. Wenzel, Jr., and duly passed the Court voted to extend the opening of bids for 1 week or until the meeting of October 15, 1973 on sale of one used Caterpillar Motor Grader for Precinct #4.

RE: ACCEPTANCE OF STREETS IN CHASEWOOD SECTION 1 BRIARGATE SECTION 1 and 2; RIDGEMONT SECTION 1. ENTRY STREETS WITHIN THE COUNTY

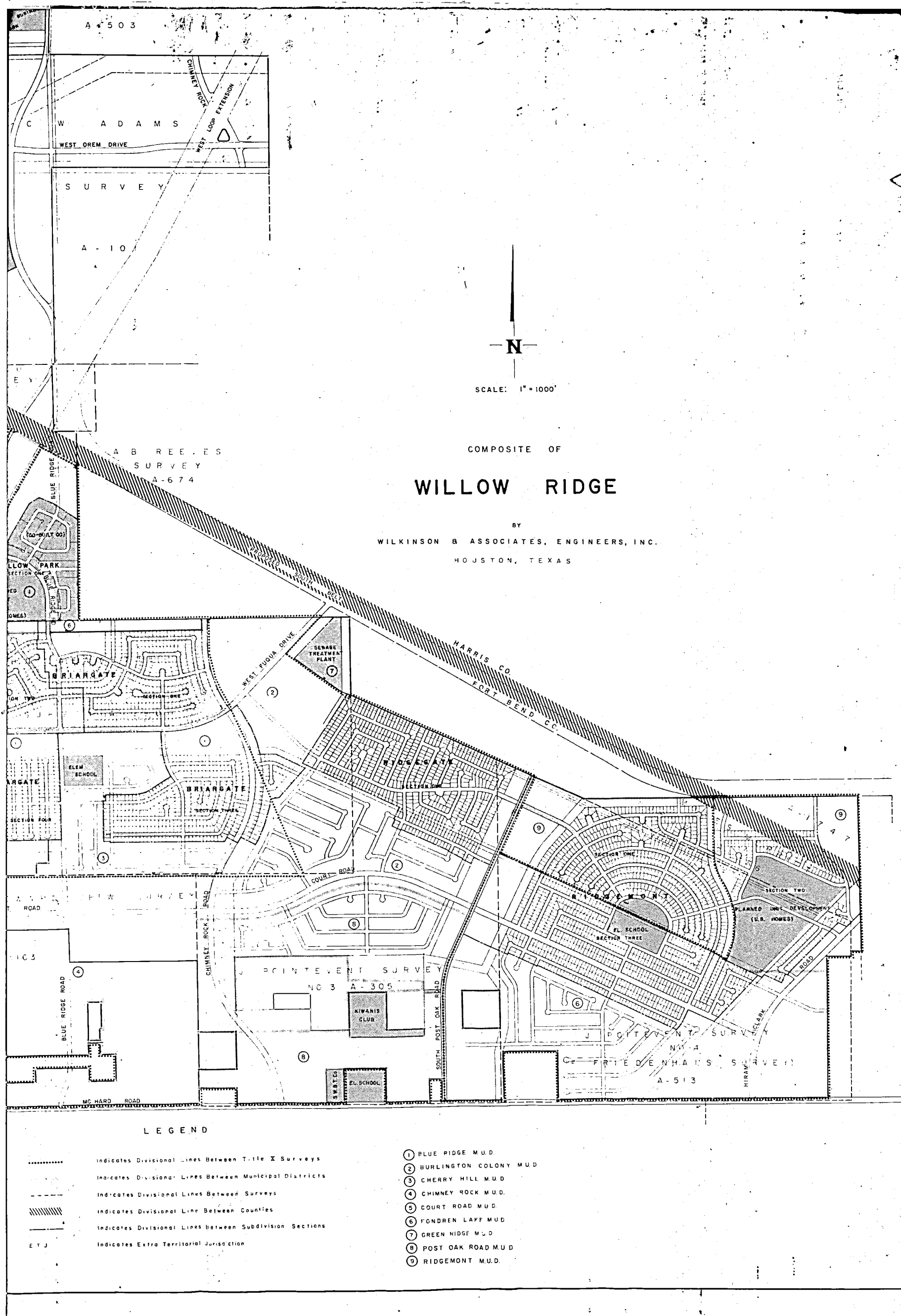
On Motion of Commissioner J. M. Davis, and seconded by Commissioner Ed. H. Helwig and duly passed the Court voted to accept streets in Chasewood Section No. 1; Briargate Section 1 and 2; Ridgemont Section 1; Entry Streets within County. Map submitted showing streets accepted.

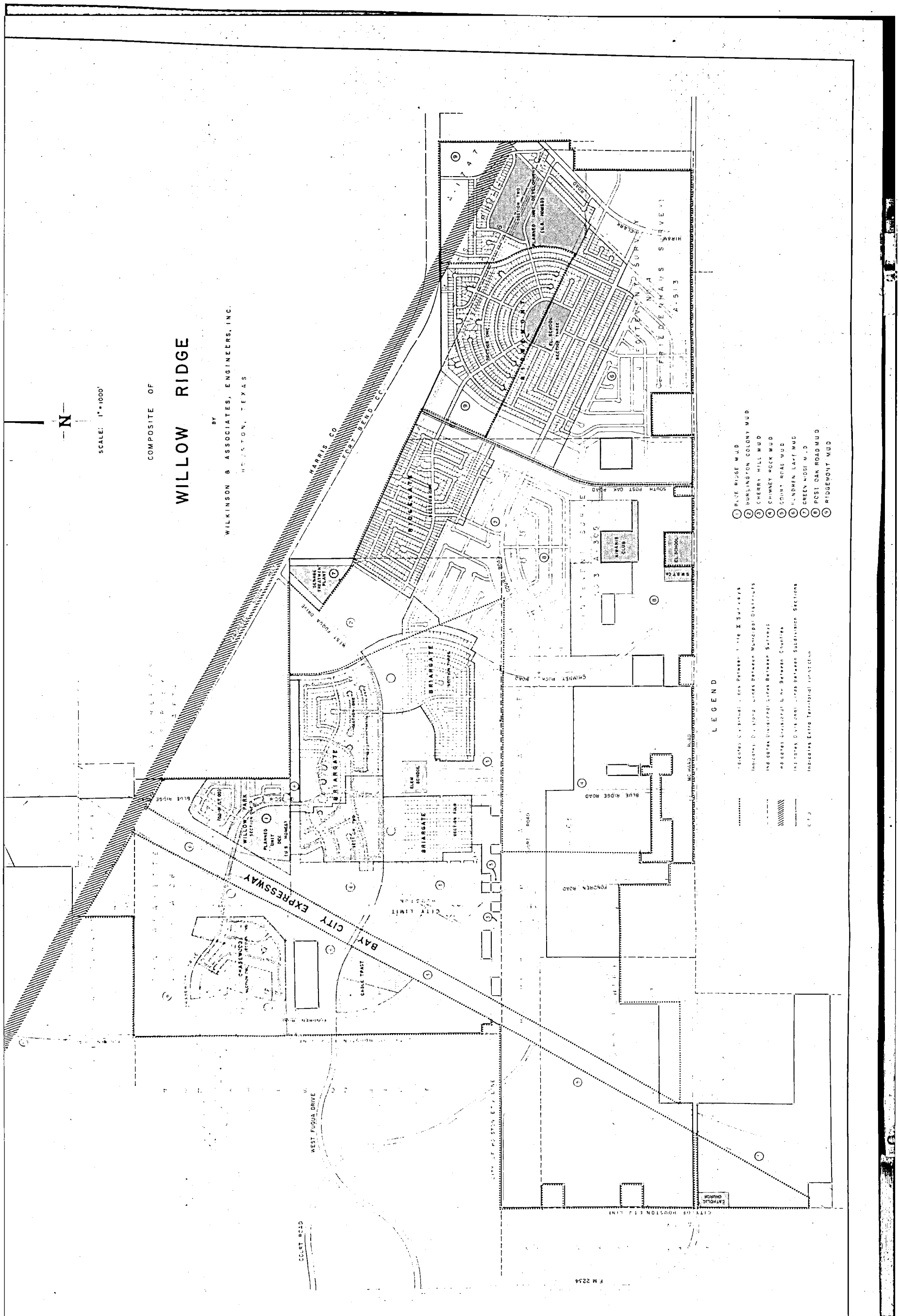
(NOTE: THIS IS THE 2nd 1/2 of page 438)



(NOTE: THIS IS 1/2 of page 438)

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RE: RELEASE OF CASH DEPOSIT BOND COVERING CONSTRUCTION OF STREETS IN RIDGEMONT SECTION 1  
(\$45,221.65) TO BLUE RIDGE ASSOCIATES

On Motion of Commissioner J. M. Davis and seconded by Commissioner Ed. H. Helwig and duly passed the Court voted to order the County Clerk to release the Certificate of Deposit in the amount of \$45,221.65 to Blue Ridge Associates and authorized County Judge Josh Gates to endorse same and issue receipt. This covered construction of streets in Ridgemont Section 1.

COUNTY OF FORT BEND

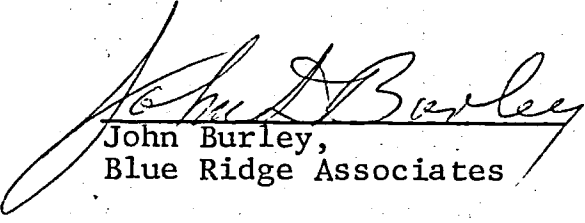
P. O. BOX 368

RICHMOND, TEXAS 77469

October 8, 1973

JOSH GATES  
COUNTY JUDGE

Received, this date, Certificate of Deposit from Blue Ridge  
Associates, in the amount of \$45,221.65.

  
John Burley,  
Blue Ridge Associates

RE: APPLICATIONS FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Johnnie Pustka and seconded by Commissioner J. M. Davis and duly passed the Court approved the applications for Soil Conservation work for the Following:

August Kovar  
Joe Kunz  
Lloyd Meyer  
Bennie Wehring

RE: APPROVE BILLS OF LEE ROWE CONSTRUCTION CO. ON BRANCH LIBRARIES  
STAFFORD - JOB NO. 5328 and NEEDVILLE -JOB NO. 5329

On Motion of Commissioner Paul W. Wenzel, Jr. and seconded by Commissioner J. M. Davis and duly passed the Court voted to approve bills of Lee Rowe Construction Co. on the following Fort Bend County Library Branches construction Contracts.

Job No. 5328, Fort Bend County Branch Library at Stafford \$15,515.10

Job No. 5329 Fort Bend County Branch Library at Needville \$8,316.00

-----  
The Court recessed at 9:45 o'clock A.M. until October 9, 1973. at 9:00 o'clock A.M.  
-----

RE: BILLS APPROVED

All accounts shown in Minutes of Accounts allowed, and in payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person, in October, 1973 (said sheets in said books being individually certified by each commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, and approved.

-----  
There being no further business, the Court adjourned.

*Josh Galt*  
\_\_\_\_\_  
COUNTY JUDGE

ATTEST:

*Ella Macels*  
\_\_\_\_\_  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BE IT REMEMBERED: That on the 15th day of October, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

Josh Gates, County Judge ,  
Johnnie Pustka, Commissioner Prect. # 1  
Paul R. Wenzel, Jr. Commissioner Prect. # 2  
J. M. Davis, Commissioner Prect. # 3  
Ed. H. Helwig, Commissioner Prect. # 4

when the following orders were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Minutes of Regular Session of October 8th, 1973, were approved.

RE: INCREASE IN INSURANCE BY REPUBLIC NATIONAL LIFE INSURANCE COMPANY, FOR COUNTY EMPLOYEES

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the increase in Insurance by Republic National Life Insurance Company, for County employees, effective November 1, 1973 on the following.

R & B to \$30.00 per day and Major Medical to \$25,000.00.

INSURANCE CHANGES  
Effective November 1, 1973

| COVERAGE                        | PRESENT RATE | NEW RATE |
|---------------------------------|--------------|----------|
| County Portion                  | 9.15         | 12.29    |
| Employee Only                   | 2.60         | 2.60     |
| Employee & 1 Dependent          | 17.80        | 22.15    |
| Employee & 2 or More Dependents | 25.65        | 32.37    |

RE: APPROVE PLAT OF RUSTIC OAKS SUBDIVISION

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court approved the plat of Rustic Oaks Subdivision, being a subdivision of 70.0 acres of land out of a 1150.581 acre tract in John Randon League Abstract 76, Fort Bend County, Texas. First City National Bank of Houston for Account of Johnson-Loggins, Inc. filed a letter of Irrevocable Credit No. 2686 in the amount of \$15,000.00 filed in the County Clerk's office.

Also, the entrance to the subdivision involves crossing the private right-of-way of Southern Pacific Railroad Company. This crossing will be constructed in accordance with the latest requirements of Southern Pacific at no expense to the County. Further, the initial costs of maintaining the crossing will be the responsibility of Johnson-Loggins, Inc.

The foregoing having been acknowledged by the Commissioner's Court and letter of same is filed in the County Clerk's office with letter of Irrevocable Credit No. 2686.

RE: APPROVE ROOFING REPAIR BILL OF A. D. LANG COMPANY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the court approved the bill of A. D. Lang Company for Roof Repairs on the Courthouse, in the amount of \$14,748.00.

RE: DESIGNATION OF REVENUE SHARING FUND TO THE COUNTY LIBRARY

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court designated \$56,000.00 to the County Library out of the next Revenue Sharing Fund check.

RE: EMPLOYMENT OF TWO PART TIME CLERKS FOR FORT BEND COUNTY SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the employment of two part time clerks for the Sheriff's Department. Each to be employed up to 10 days per month.

RE: ADVERTISE FOR BIDS FOR THREE CARS FOR SHERIFF'S DEPARTMENT

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court authorized to advertise for bids for three cars for the Sheriff's Department to be delivered after January 1, 1974. Bids to be opened November 12, 1973.

Trade-in on Units #SD-8A - 1970 Buick  
#SD-9A - 1973 Chevrolet  
#SD-11A - 1972 Ford

RE: TRANSFER OF CERTIFICATE OF TITLE ACCOUNT APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the sum of \$862.75 collected by Tax Assessor/Collector for quarter ending September 30, 1973, was transferred from Certificate of Title Account to Officer's Salary Fund, was approved.

RE: ACCEPT BID FOR USED MOTOR GRADER FROM PRECINCT #4

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court accepted the bid of Mustang Tractor Company for a used Motor Grader from Precinct 4 in the amount of \$3675.00.

RE: ACCEPT BID FOR ONE TRACTOR FOR THE DRAINAGE DISTRICT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by J. M. Davis, and duly passed, the Court accepted the bid of Rosenberg Tractor Company for one tractor for Fort Bend County Drainage District, in the amount of \$3821.00 after trade-in.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED FOR THE FOLLOWING

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the applications for Soil Conservation work for the Following:

C. M. Jackson  
Wm. Wheless, Jr.  
Joe W. Bailey

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED FOR THE FOLLOWING

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the applications for Soil Conservation work for the following:

Ted Janczak  
Mensik Brothers  
Rudy Kunz  
A. J. Wleczyk, Jr.  
Raymond Wrobliski  
Raymond Meyer

RE: ADVERTISE FOR BIDS FOR REPAINTING INTERIOR OF THE COURTHOUSE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court ordered to advertise for bids for re-painting the Interior of the Courthouse. Bids to be opened on November 12, 1973.

RE: TREASURER'S QUARTERLY REPORT APPROVED

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the County Treasurer's Quarterly Report for July, August and September, 1973. which is as follows:

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF

COMMISSIONERS' COURT

M. ELIZABETH WILLIAMS  
Treasurer of FORT BEND County, Texas. } FORT BEND County, Texas,  
In Regular Session,  
Term, 19

WE, THE UNDERSIGNED, as County Commissioners within and for said Fort Bend County, and the Hon. Josh Gates, County Judge of said Fort Bend County, constituting the entire Commissioners' Court of said County, and each one of us, do hereby certify that on this, the 15th day of October A. D. 19 73, at a regular term of our said Court, we have compared and examined the report of M. Elizabeth Williams Treasurer of said County, for the period beginning on the 1 day of July A. D. 19 73, and ending on the 30th day of September A. D. 19 73, and finding the same correct have caused an order to be entered upon the minutes of the Commissioners' Court of said County, stating the approval of said Treasurer's Report by our said Court, which said order recites separately the amount received and paid out of each fund by said County Treasurer since his last report to this Court, and for and during the time covered by his present report, and the balance of each fund remaining in said Treasurer's hands on the said 30th day of September A. D. 1973, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Articles 1636-1637, Chapter 1, Title 34 of the Revised Statutes of Texas, 1925.

And we, and each of us, further certify that we have actually and fully inspected and counted all the actual cash and assets in hands of the said Treasurer belonging to Fort Bend County at the close of the examination of said Treasurer's Report, on this the 15th day of October A. D. 19 73, and find the same to be as follows, to-wit:

| Name of the Issue                     | Balance CN<br>Hand 7-1-1973 | Received<br>During the Qtr. | Paid Out<br>During the<br>Quarter | Balance<br>On Hand<br>9-30-1973 |
|---------------------------------------|-----------------------------|-----------------------------|-----------------------------------|---------------------------------|
| Jury Fund                             | \$ 22,182.46                | \$ 528.68                   | \$ 5,179.93                       | \$ 17,531.21                    |
| Road & Bridge Fund                    | \$498,336.62                | \$235,977.59                | \$363,707.39                      | \$370,606.82                    |
| General Fund                          | \$428,348.83                | \$154,873.71                | \$308,953.74                      | \$274,268.80                    |
| Library Fund                          | \$ 42,965.77                | \$ 5,327.57                 | \$ 22,976.95                      | \$ 25,316.39                    |
| Officers Salary Fund                  | \$ 85,331.88 OD             | \$118,770.52                | \$188,263.64                      | \$154,825.00 OD                 |
| Permanent Improvement Avail. Fund     | \$ 26,369.96                | \$ 189.47                   | \$ 440.77                         | \$ 26,118.66                    |
| Ft. Bend Co. Time Warrants, Ser. '69S | \$ 12,597.48                | \$ 208.10                   | \$ 2,740.00                       | \$ 10,065.58                    |
| Unlimited Tax Rd. Bds. Ser. 62-'66 S  | \$ 29,637.53                | \$111,523.26                | \$ 67,346.50                      | \$ 73,814.29                    |
| Drainage Dist. Main. Avail. Fd.       | \$118,225.70                | \$112,271.45                | \$197,090.07                      | \$ 33,407.08                    |
| Drainage Dist. Bond Avail. Fd.        | \$ 11,795.76                | \$100,000.00                | \$ 97,292.56                      | \$ 14,503.20                    |
| Road Bond Avail. Fund                 | \$198,486.38                | \$ 4,619.98                 | \$ 5,000.00                       | \$198,106.36                    |
| County Law Library Fund               | \$ 4,593.28                 | \$ 788.00                   | \$ 548.44                         | \$ 4,832.84                     |
| Certificate of Title Fund             | \$ 610.50                   | \$ 890.25                   | \$ 885.50                         | \$ 615.25                       |
| Farm to Market & Lateral Rds. Fd.     | \$231,659.62                | \$ 7,742.89                 | \$ 73,412.20                      | \$165,990.31                    |
| Lateral Roads Fund                    | \$ 23,109.35                | \$ 47,517.92                | \$ 3,774.88                       | \$ 66,852.39                    |
| County Social Security Fund           | \$100,055.79                | \$ 46,861.45                | \$ 91,583.53                      | \$ 55,333.71                    |
| Drainage Dist. Social Security Fd.    | \$ 14,161.24                | \$ 6,975.61                 | \$ 5,481.68                       | \$ 15,655.17                    |
| Income Tax Fund                       | \$ .00                      | \$ 56,835.90                | \$ 56,835.90                      | \$ .00                          |
| Dog Registration Fee Fund             | \$ 12.00                    | \$ - - - -                  | \$ - - - -                        | \$ 12.00                        |
| Criminal Justice Plan. Fd. Ct. Costs  | \$ 2,435.00                 | \$ 3,917.50                 | \$ 3,702.50                       | \$ 2,650.00                     |
| Voter Registration Fee Fd.            | \$ 6,646.79                 | \$ - - - -                  | \$ - - - -                        | \$ 6,646.79                     |
| Ft. Bend Co. Revenue Sharing Trust Fd | \$ 31,209.91                | \$693,552.61                | \$651,863.48                      | \$ 72,899.04                    |
| Ft. Bend Co. Branch Libraries Fd.     | \$360,283.68                | \$197,044.58                | \$443,500.73                      | \$113,827.53                    |
|                                       | \$ 2,078,391.77             | \$1,906,417.04              | \$2,590,580.39                    | \$1,394,228.42                  |

## ASSETS

The following securities are in the County Treasurer's Safety Deposit Box:

## GENERAL FUND OWNS:

\$200,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$200,000.00

## ROAD AND BRIDGE FUND OWNS:

\$150,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$150,000.00

## UNLIMITED TAX ROAD BONDS, SER. 1962 &amp; 1966 SINKING FUND OWNS:

\$50,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$ 50,000.00

## DRAINAGE DISTRICT MAINTENANCE AVAILABLE FUND OWNS:

\$100,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$100,000.00

## DRAINAGE DISTRICT BOND AVAILABLE FUND OWNS:

\$100,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$100,000.00

## COUNTY SOCIAL SECURITY FUND OWNS:

\$50,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$ 50,000.00

## FT. BEND CO. BRANCH LIBRARIES FUND OWNS:

\$100,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$100,000.00

## FT. BEND CO. REVENUE SHARING TRUST FUND OWNS:

\$300,000.00 worth of U. S. Treas. Bills. Safekeeping receipts are held by the County Treasurer of Fort Bend County. \$300,000.00

GRAND TOTAL

\$1,050,000.00

BONDED INDEBTEDNESS

| Names of the Issue                                | Date of the Issue |              |
|---|-------------------|--------------|
| Unlimited Tax Road Bond, Ser. 1962                | 8-1-1962          | \$120,000.00 |
| Unlimited Tax Road Bond, Ser. 1966                | 2-1-1966          | \$110,000.00 |
| Ft. Bend Co. Time Warrants, Ser. '69              | 8-15-1969         | \$ 58,000.00 |
| TOTAL   |                   | \$288,000.00 |
| GRAND TOTAL, FORT BEND COUNTY BONDED INDEBTEDNESS |                   | \$288,000.00 |

WITNESS OUR HANDS, officially, this 15th day of OCTOBER A. D. 1973

Josh Gates County Judge.  
Johnnie Pustka Commissioner Precinct No. 1.  
Paul Wenzel Commissioner Precinct No. 2.  
J. M. Davis Commissioner Precinct No. 3.  
Ed H. Helwig Commissioner Precinct No. 4.

SWORN TO AND SUBSCRIBED before me, by Josh Gates, County Judge,  
and Johnnie Pustka and Paul Wenzel  
and J. M. Davis and Ed H. Helwig  
County Commissioners of said Fort Bend County, each respectively, on this,  
the 1st day October A. D. 1973.

Milady Clay  
MILADY CLAY, NOTARY PUBLIC  
FORT BEND COUNTY, TEXAS

Affidavit of Commissioners' Court

TO

TREASURER'S QUARTERLY REPORT

FROM

TO

Term, 19

Filed this

A. D. 19

County Clerk.

County, Texas.

By Deputy.

Recorded this day of

A. D. 19

in Book, page, of the

Minutes of the Commissioners' Court.

County Clerk.

County, Texas.

By Deputy.

## COUNTY TREASURER'S BOND REPORT

SEPTEMBER, 1973

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1962

|   |             |
|---|-------------|
| Outstanding 9-1-1973 - - -  | \$ 2,862.50 |
| 6 Int. Coupons No. 19 off Bds. 42 thru 47<br>at \$81.25           | \$ 487.50   |
| 6 Int. Coupons No. 21 off Bds. 42 thru 47<br>at \$81.25           | \$ 487.50   |
| 10 Int. Coupons No. 22 Off Bds. 16 thru 24<br>& No. 29 at \$75.00 | \$ 750.00   |
| 14 Int. Coupons No. 22 Off Bds. 35 thru 48<br>at \$81.25          | \$1,137.50  |
|   | <hr/>       |
|   | \$2,862.50  |

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

|  |            |
|--|------------|
| Outstanding 9-1-1973 - - -                                 | 1,897.50   |
| 22 Int. Coupons No. 15 Off Bds. 149 thru 170<br>at \$86.25 | \$1,897.50 |

## FT. BEND COUNTY TIME WARRANTS, SER. 1969

*Remitted For*

|   |            |
|---|------------|
| Outstanding 9-1-1973 - - -  | \$1,740    |
| 58 Coupons No. 8 Off Warrants No. 31<br>thru 88 at \$30.00 (8/1/1973) | \$1,740.00 |

## ROAD DISTRICT NO. 4 SER. 1940 BOND

|  |          |
|--|----------|
| Outstanding 9-1-1973 - - -                             | \$ 50.00 |
| 2 Coupons No. 77 Off Bds. Nos. 166 & 167<br>at \$25.00 | \$ 50.00 |

## ROAD DISTRICT NO. 8 SER. 1927 BOND

|   |           |
|---|-----------|
| Outstanding 9-1-1973 - - -                              | \$110.00  |
| 4 Coupons No. 59 Off Bds. 210-212-214-216<br>at \$27.50 | \$ 110.00 |

COUNTY TREASURER'S BOND STATEMENT

SEPTEMBER, 1973

NO CANCELLED BONDS NOR COUPONS RECEIVED DURING THE  
MONTH OF September, 1973

## COUNTY TREASURER'S BOND REPORT

OCTOBER, 1973

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1962

|  |            |
|--|------------|
| Outstanding 10-1-1973 - - -                | \$2,862.50 |
| 6 Int. Coupons No. 19 Off Bds. 42 thru 47  |            |
| at \$81.25                                 | \$ 487.50  |
| 6 Int. Coupons No. 21 Off Bds. 42 thru 47  |            |
| at \$81.25                                 | \$ 487.50  |
| 10 Int. Coupons No. 22 Off Bds. 16 thru 24 |            |
| & No. 29 at \$75.00                        | \$ 750.00  |
| 14 Int. Coupons No. 22 Off Bds. 35 thru 48 |            |
| at \$81.25                                 | \$1,137.50 |
|  | <hr/>      |
|  | \$2,862.50 |

## FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1966

|  |            |
|--|------------|
| Outstanding 10-1-1973 - - -                  | 1,897.50   |
| 22 Int. Coupons No. 15 Off Bds. 149 thru 170 |            |
| at \$86.25                                   | \$1,897.50 |

## FT. BEND COUNTY TIME WARRANTS, SER. 1969

|   |            |
|---|------------|
| Outstanding 10-1-1973 - - -                     | \$1,740.00 |
| 58 Int. Coupons No. 8 off Warrants Nos. 31 thru |            |
| 88 at \$30.00                                   | \$1,740.00 |
| Received 58 Int. Coupons No. 8 off Warrants     |            |
| Nos. 31 thru 88 at \$30.00                      | \$1,740.00 |
|   | <hr/>      |
|   | \$1,740.00 |
|   | <hr/>      |
|   | \$1,740.00 |

## ROAD DISTRICT NO. 4 SER. 1940 BOND

|  |          |
|--|----------|
| Outstanding 10-1-1973 - - -              | \$50.00  |
| 2 Int. Coupons No. 77 off Bds. 166 & 167 |          |
| at \$25.00                               | \$ 50.00 |

## ROAD DISTRICT NO. 8 SER. 1927 BOND

|  |           |
|--|-----------|
| Outstanding 10-1-1973 - - -                    | \$110.00  |
| 4 Int. Coupons No. 59 off Bds. 210-212-214-216 |           |
| at \$27.50                                     | \$ 110.00 |

## County Treasurer's Bond Statement

OCTOBER, '73

FT. BEND COUNTY TIME WARRANTS, SER. 1969 SINKING FUND  
Dated 8-15-1969 Due 8-15-1973  
Received 58 Coupons No. 8 off Warrants No. 31thru 88  
at 30.00 \$ 1,740.00

5

-----  
There being no further business, the Court adjourned at 10:00 o'clock A.M.

ATTEST: Ella Marek  
COUNTY CLERK

Josh Gates  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 31st day of October, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

Josh Gates, n County Judge  
Johnnie Pustka, Commissioner Prect. # 1  
Paul R. Wenzel, Jr., Commissioner Prect # 2  
, J. M. Davis Commissioner Prect. # 3  
Ed. H. Helwig, Commissioner Prect. # 4

when the following orders were had and the following orders were passed, to-wit:

RE: ACCEPT BID FOR UTILITY TYPE TRACTOR FOR FORT BEND COUNTY DRAINAGE DISTRICT

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the Court accepted the bid of Stafford International Inc. for a Utility Type Tractor for Fort Bend County Drainage District, in the amount of \$4,620.00 with no trade-in.

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There being no further business, the Court adjourned at 10:15 o'clock A.M.

Josh Gates  
COUNTY JUDGE

ATTEST: Ella Marek  
COUNTY CLERK

5

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 5th day of November, A. D. 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

Josh Gates, County Judge  
Johnnie Pustka Commissioner Prect. # 1  
Paul R. Wenzel, Jr. Commissioner Prect. # 2  
J. M. Davis Commissioner Prect. # 3  
Ed. H. Helwig, Commissioner Prect. # 4

when the following orders were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Minutes of Special Session of October 15th, 1973 were approved.

RE: APPOINTMENT OF J. E. JUNKER, JR. AS EX-OFFICIO MEMBER-GULF COAST AREA CHILD DEVELOPMENT COUNCIL, INC.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court appointed J. E. Junker, Jr., as Ex-Officio member of the Board of Directors of Gulf Coast Area Child Development Council, Inc.

RE: AUTHORITY GIVEN SHERIFF'S DEPARTMENT TO HIRE THOMAS M. MARTIN TO EVALUATE MAJOR CRIME TASK FORCE

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court authorized R. L. Gaston, Sheriff to hire Thomas M. Martin for evaluation of Fort Bend County Major Crime Task Force. A Grant of \$2,000.00 is set aside for this purpose which is paid for by the State without any cost to the County.

RE: SHERIFF'S DEPARTMENT GIVEN AUTHORITY TO HIRE TWO DEPUTIES AND 1 SECRETARY AS REPLACEMENTS

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court authorized R. L. Gaston, Sheriff to hire the following as re-placements.

Debbie Ann Jackson as Secretary at a salary of \$350.00, effective October 22, 1973.

Stephen Vann Kirks as Jailer at a salary of \$660.00, effective October 25, 1973.

Milton Ray Hinson as Deputy at a salary of \$660.00 effective October 30, 1973.

RE: APPROVE BILL OF UTILITY ADJUSTMENT U-8820 to TEXAS EASTERN TRANSMISSION

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court approved the payment in full for Utility Adjustment, U-8820 incurred on Account 8012-1-12, Fort Bend County, relocation of pipe Line, U. S. Highway 59 to Texas Eastern Transmission, in the amount of \$44,176.95.

RE: APPROVAL OF APPLICATION FOR L.S.C.A. GRANT FOR THE FORT BEND COUNTY LIBRARY

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court granted approval of application for (L.S.C.A.) Library Services and Construction Act Grant for the Fort Bend County Library.

RE: APPROVAL OF RESOLUTION OR MINUTE ORDER AND APPROVAL OF PAYMENT OF DUES FOR H.G.A.C.

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the Resolution or Minutes Order and payment of \$2092.56 annual dues as members of the Houston-Galveston Area Council for the year 1974, as follows:

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

A Special Meeting of the Commissioners' Court was held on November 5th,  
1973, with the following members present, viz:

|                |  |
|----------------|--|
| Josh Gates     | County Judge   |
| Johnnie Pustka | Commissioner, Prec. #1   |
| Paul Wenzel    | Commissioner, Prec. #2   |
| Johnnie Davis  | Commissioner, Prec. #3   |
| Ed Helwig      | Commissioner, Prec. #4   |
| Ella Macek     | County Clerk and Ex-Officio Clerk of the<br>Commissioner's Court |

and among other business pending before the Court, the following Resolution  
 was passed:

"Whereas, it has been brought to the Attention of the Commissioners' Court  
 by Leonard R. Robbins, President of the H-GAC Executive Committee, that said  
 Committee on September 18th, 1973, amended the Bylaws of the H-GAC as follows:

Amend Article VIII, Section 1., Finance

1. Each governmental unit becoming a member of the Houston-Galveston Area  
 Council shall pay annual dues on the basis of the following schedule, effective  
 with 1974.

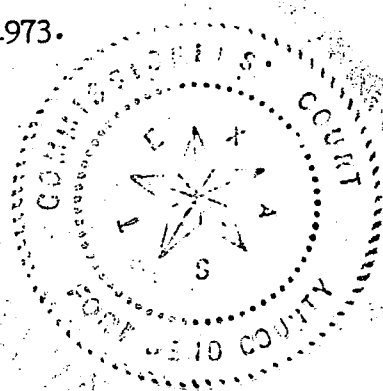
- a. Towns, cities and counties shall pay annually \$200.00 each or four  
 cents (\$.04) per capita, whichever is greater.
- b. Population figures shall be as set forth in the last preceding  
 Federal Census.
- c. School Districts shall pay annually \$200.00 each or three cents  
 (\$.03) per average Daily Attendance for the last preceding Federal Census  
 year, whichever is greater.
- d. Soil and Water Conservation Districts shall pay annually \$25.00 each.

And Whereas, it has been determined that Fort Bend County's share for the coming  
 year will be \$2092.56 annual dues as a member of the Houston-Galveston  
 Area Council, which will be in 1974.

Whereupon Motion was made by Commissioner Paul R. Wenzel, Jr.,  
 Seconded by Commissioner Johnnie Pustka, all present voting "Aye"  
 ratifying the amendment and authorizing the payment upon proper billing in 1974  
 of the amount of \$ 2092.56 Houston-Galveston Area Council Annual Dues.

I, Ella Macek, County Clerk in and for Fort Bend County, Texas, do hereby  
 certify that the above and foregoing is a true and correct copy of Resolution  
 or Minute Order passed by the Commissioner's Court as the same appears of record  
 in my office in the Minutes of the Commissioner's Court in Vol. 10.  
 Witness my hand and seal of office, this the November 5, 1973, A. D.

1973.



*Ella Macek*  
 ELLA MACEK, COUNTY CLERK  
 Fort Bend County, Texas

RE: ORDER FOR PUBLICATION ON HEARING ON APPLICATION TO CANCEL WESTOVER FARMS

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr.  
 and duly passed, the Court granted the order for publication on hearing on application to  
 cancel Westover Farms, as follows:

2

COMMISSIONER'S COURT OF  
FORT BEND COUNTY, TEXAS

O R D E R

WHEREAS, on the 23rd day of July, A.D. 1973, an Application to Cancel Westover Farms, a subdivision of the East 48.64 acres of that certain 59.77 acre tract described in Volume 384, Page 2 of the Deed Records of Fort Bend County, A. G. Sharpless Survey, Abstract 322, Fort Bend County, Texas, was filed, the Commissioner's Court ordered publication of same and set a hearing on said application for the 3rd day of December, A.D. 1973, for all persons interested in such lands to appear and protest to the application for said cancellation of said subdivision.

  
JUDGE, COMMISSIONER'S COURT,  
FORT BEND COUNTY, TEXAS.

5

RE: APPROVAL OF SALE OF FAIRGROUND PROPERTY TO C & W MANHATTAN & ASSOCIATES

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the court approved the sale of the Fort Bend County Fairgrounddproperty to C. & W. Manhattan & Associates. Seller's - Contractor's Closing Statement as follows:

## SELLER'S — CONTRACTOR'S CLOSING STATEMENT

GF No. \_\_\_\_\_ Name Fort Bend County Date October 30, 1973PROPERTY 35.91 Acres, J. W. Moore 1/4 League, Ab. 61, City of Rosenberg, Fort Bend  
County, TexasPEARESON-FORT BEND ABSTRACT COMPANYTOTAL SALE PRICE \_\_\_\_\_ \$ 451,000.00

Insurance pro rata \_\_\_\_\_

~~Recorders fees and taxes~~ Interest earned on Deposit \_\_\_\_\_ 1,429.59TOTAL \_\_\_\_\_ \$ 452,429.59DEDUCTIONS

Principal on note assumed by purchaser \_\_\_\_\_ \$ \_\_\_\_\_

Interest pro rata on note assumed \_\_\_\_\_

Amount of note payable to Seller \_\_\_\_\_

Net balance due on note to be paid off \_\_\_\_\_

Tax pro rata\* \_\_\_\_\_

## Delinquent taxes

City \_\_\_\_\_ \$ \_\_\_\_\_

School District \_\_\_\_\_

State and County \_\_\_\_\_

Commission \_\_\_\_\_

Title Policy — Abstracting \$1,423.80 less \$75.00 Credit 1,348.80

Conveying (Papers) \_\_\_\_\_

Charles R. Slone, Commissioner - Fees 1,435.00Recording Fees Release of Repurchase Option 2.50Tax Certificates \_\_\_\_\_ 8.00

Rent pro rata \_\_\_\_\_

Abstract Co. Service Fee \_\_\_\_\_ 10.00

Earnest Money Paid Seller \_\_\_\_\_

Survey \_\_\_\_\_

TOTAL DEDUCTIONS \_\_\_\_\_ \$ 2,804.30NET BALANCE DUE TO SELLER \_\_\_\_\_ \$ 449,625.29\*Taxes Prorated on Basis of Amount  
of same Available at Time of ClosingSTATEMENT ACCEPTED AND CORRECT  
DISBURSEMENT AUTHORIZED:

FORT BEND COUNTY

By: Josh Gates  
Josh Gates, County Judge

RE: APPROVE RIGHT OF WAY ON B. J. DUSEK ROAD - COUNTY EASEMENT FOR DRAINAGE

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis,  
and duly passed, the Court approved easement for right of way for County Easement for  
drainage on B. J. Dusek Road and authorized County Judge to sign Easements authorized  
County Judge to sign Easements.

FORT BEND COUNTY  
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS     I  
COUNTY OF FORT BEND    I

KNOW ALL MEN PRESENT: That the undersigned, Ignac Pustke and wife Pustke, Route I, Box 116 Sealy, Texas, whose address is as shown above (hereinafter called Grantor, whether one or more) for and in consideration of ten and no one hundreds (\$10.00) and other valuable cash considerations has bargained, sold, and conveyed, and by these presents hereby grants, bargains, sells and conveys unto the said FORT BEND COUNTY, of Fort Bend County, Texas, a right-of-way easement for the purpose of construction, maintaining, operating and repairing a drainage canal, upon, over, through and across the land of Grantor along the route hereinafter designated, and said land being situated in FORT BEND COUNTY, TEXAS, to-wit:

FORT BEND COUNTY shall have an easement of and aggregate width of 30 feet, being parallel to and perpendicular (in a Westerly direction) from the East line of Grantor's land situated in the J. S. O'Conner Survey, Abstract 66, in Fort Bend County, Texas, and said easement being a 2.341 acre tract of land.

BEGINNING at the Northeast corner of this tract (said corner also being in the South right-of-way line of B. J. Dusek Road) and extending in a Southerly direction along the said East line a distance of 3,400 feet. The said East line is the common property line between this Pustke tract and the adjoining Charles Macha, Jr. tract.

During drainage channel construction and during channel maintenance operations, FORT BEND COUNTY is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easement as above described.

SEE ATTACHED PLAT.

FORT BEND COUNTY agrees to install a culvert or pipe not exceeding 30 inches in diameter under said B. J. Dusek Road directly in line with the middle of the proposed drainage ditch to be located on said easement to control the amount of water to enter said proposed ditch.

FORT BEND COUNTY agrees to install and maintain a culvert or pipe, not exceeding 30 inches in diameter, through the existing levy immediately in front of the proposed ditch located on the South side of B. J. Dusek Road. Said pipe extending through the levy shall

be located approximately in the middle of said proposed ditch which shall be directly in line with the 30 inch pipe to be installed under B. J. Dusek Road.

FORT BEND COUNTY agrees to clean any and all existing drainage ditches, natural or man-made, beginning at the south end of the herein proposed drainage ditch, up to and excluding any drainage ditches located on the 594.99 acre tract of land owned by A. R. Clark located in J. S. O'Conner League, Abstract 66, and the Charles Baird League, Abstract 6, in Fort Bend County, Texas, before any actual construction work, digging or maintaining work is commenced on the herein proposed draining ditch. Fort Bend County agrees to continually keep in proper maintenance all above said ditches to provide good drainage.

FORT BEND COUNTY agrees that any dirt removed from said proposed ditch shall immediately or reasonably be leveled and spread within the confines of the granted easement, but if it is necessary to spread dirt beyond the boundaries of the easement such may be done, if done in a manner so that such land can be farmed under normal row crop methods.

FORT BEND COUNTY agrees to level and spread the spoil banks on the west side of the proposed ditch at least eighteen inches to two feet higher than the level of the adjoining land.

5 FORT BEND COUNTY shall have all right and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress or egress to and from said drainage canal right-of-way, provided, however, that after construction of said drainage canal, said right of ingress and egress of FORT BEND COUNTY shall be limited to the said right-of-way and to existing roads and passageways. FORT BEND COUNTY is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right-of-way, that may injure, maintenance and repair of said drainage canal.

FORT BEND COUNTY agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the County's use in going to and from said easement right-of-way and to restore the same to the previously existing condition as near as possible.

Grantor reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection Grantor has the right in the right manner, provided by law and at his own expense to construct and provide ditches, drains, and laterals connecting his land or portions thereof with the drainage canal.

Grantor reserves the oil, gas, sulphur and other minerals in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right-of-way above described.

It is agreed that if at a future time FORT BEND COUNTY, its successors or assigns, shall permanently cease to use said drainage canal right-of-way for the purposes herein contained, and shall permanently abandon same, then and in such event the said right-of-way above described, together with all rights and interests held by FORT BEND COUNTY by revert, pass to and vest in the said Grantor, his heirs or assigns and said reversion shall be evidenced by proper conveyance prepared and recorded at the expense of Fort Bend County.

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

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally  
appeared \_\_\_\_\_  
known to me to be the person whose name subscribed to the  
foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed  
the same as \_\_\_\_\_ free act and deed for the purposes and considera-  
tion therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

Notary Public, \_\_\_\_\_ County,  
\_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally  
appeared \_\_\_\_\_  
known to me to be the person whose name subscribed to the  
foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed  
the same as \_\_\_\_\_ free act and deed for the purposes and considera-  
tion therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

Notary Public, \_\_\_\_\_ County,  
\_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same as free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same as free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

THE STATE OF \_\_\_\_\_

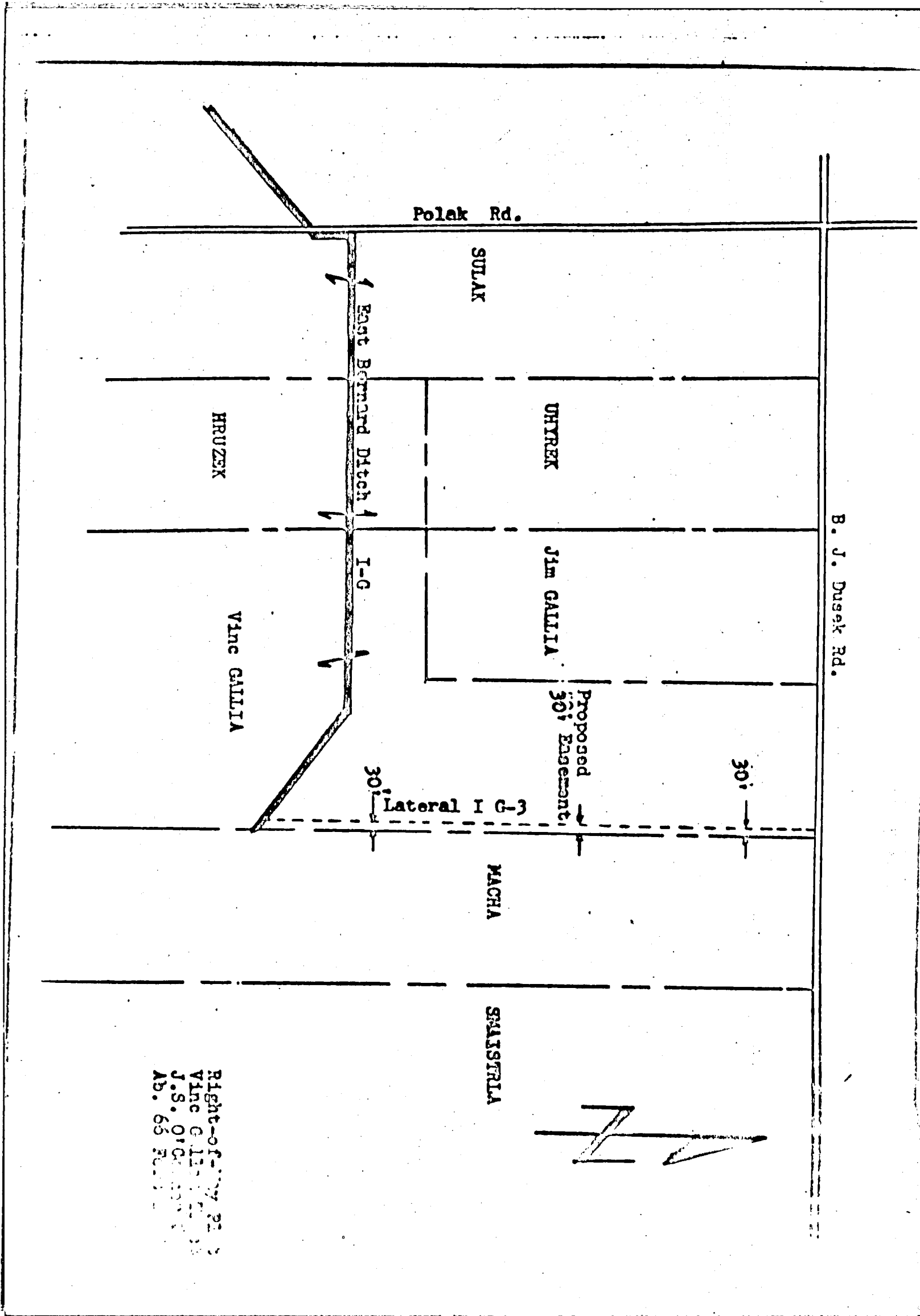
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same as free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

5



5

RE: FORT BEND COUNTY PASSED RESOLUTION TO SECURE A 25' RIGHT OF WAY ON HIGHWAY 36  
NORTH-TEXAS HIGHWAY DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the Court passed a resolution to secure a 25' Right of way on Highway 36-North so that the Highway Department may start plans for improvements in the near future.

There being no further business, the Court adjourned at 10:30 o'clock A.M.

Josh Gates  
 COUNTY JUDGE

ATTEST: Ella Macek  
 COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS )  
COUNTY  
COUNTY OF FORT BEND )

BE IT REMEMBERED: That on the 12th day of November, 1973, the Commissioners Court of Fort Bend County, Texas, met in Regular Session with the the following present:

|                           |                         |
|---------------------------|-------------------------|
| Johnnie Pustka            | Commissioner Prect. # 1 |
| Paul R. Wenzel, Jr.       | Commissioner Prect. # 2 |
| J. M. Davis<br>(Presided) | Commissioner Prect. # 3 |
| Ed. H. Helwig,            | Commissioner Prect. # 4 |

County Judge Josh Gates was absent, when the following proceedings were had and the following orders were passed, to-wit:'

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of November 5, 1973, were approved.

RE: BILLS APPROVED ON BRANCH LIBRARIES

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Johnnie Pustka, and duly passed the bills on Construction of the Branch Libraries were approved as follows:

|   |                           |             |                                    |
|---|---------------------------|-------------|------------------------------------|
| 5 | Wylie W. Vale             | \$658.46    | Architects's Fee to date           |
|   | Lee Rowe Construction Co. | \$16,380.00 | Contractor's Bill-Needville Branch |
|   | Lee Rowe Construction Co. | \$19,050.30 | Contractor's Bill-Stafford Branch  |

RE: OPEN BIDS FOR CARS SHERIFF'S DEPARTMENT

On Motion of Commissioner Johnnie Pustka and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed bids on the following cars were accepted for the Sheriff's Department.

|                      |  |               |
|----------------------|--|---------------|
| Joe Denton Buick Co. | 1-4Dr. LaSabre \$4204.90 less trade in of Unit 9A 1973 Chev.<br>for \$750.00       | Net\$3,454.90 |
| DUB MILLER FORD      | 1-Custom Ford 500 \$3584.88 less trade in of Unit 8-A<br>1970 Buick for \$400.00   | Net \$3184.88 |
|                      | 1-Custom Ford 500 \$3584.88 less trade in of Unit SD-11a<br>1972 Ford for \$650.00 | Net \$2934.88 |

RE: APPROVE REPORT OF JUVENILE BOARD

On Motion of Commissioner Johnnie Pustka and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Report of the Juvenile Board was approved.

TO: Commissioners Court of Fort Bend County, Texas  
Richmond, Texas

The undersigned members of Juvenile Board of Fort Bend County, Texas, in accordance with provisions of Title III of Family Code, Section 51.12, that sets certain standards and conditions for "Place and Conditions of Detention of Juveniles" do hereby make the following report, to-wit:

The facilities for juveniles in Fort Bend County, Texas are on first floor of Fort Bend County jail and consist of three separate cells with bars, each cell being about 10 feet by 14 feet and each cell contains two double bunk beds, with commode, drinking fountain, and shower, the facilities seem to comply with Article 5114 of R.C.S. of Texas, except there is no day room. The juvenile cells and compartments are separate and apart from cells for adult women and men in Fort Bend County, Texas, and there should be no communication between juveniles and adults.

After making the inspection and meeting as a Board, we therefor certify that the detention facilities for juveniles in Fort Bend County, Texas are suitable for detention of children as defined by Juvenile Code. This report is to be filed in Juvenile Court Minutes, and filed with Commissioners Court of Fort Bend County, Texas.

Witness our hands, this 11<sup>th</sup> day of September, 1973.

The above Report was adopted at an open meeting of Juvenile Board and Judges on 5<sup>th</sup> day of November, 1973.

G. P. Hardy, Jr.  
District Judge of 130th Judicial District

T. M. Gupton  
District Judge of 23rd Judicial District

Josh Gates  
County Judge of Fort Bend County, Texas

Sidney J. Brown  
Judge of Domestic Relations Court of Fort Bend County, Texas.

The above report was submitted to the Commissioners' Court of Fort Bend County on 12 day of November 1973.

Ella Macek  
County Clerk, Fort Bend County, Texas.

By Lorine W. Burns Deputy

RE: RESULTS OF SPECIAL ELECTION ON CONSTITUTIONAL AMENDMENTS HELD NOVEMBER 6, 1973 CANVASSED

Results of the Special Election on Constitutional amendments held on November 6, 1973, in Fort Bend County were canvassed by the Commissioners Court and returns to be certified to the Secretary of State as follows:

## RETURN OF A SPECIAL ELECTION

SECRETARY OF STATE, Austin, Texas

Sir: In compliance with Article 8.37, Texas Election Code, I submit the following return of an election for the adoption or rejection of nine proposed amendments to the Constitution of the State of Texas, held in Fort Bend County, Texas, on the 6th day of November, A. D., 1973.

1053 votes were cast FOR NO. 1  
and  
1159 votes were cast AGAINST

The constitutional amendment to provide for annual regular sessions of the legislature; and to provide an annual salary of \$15,000 and per diem for the members of the legislature, effective in January, 1975.

1819 votes were cast FOR NO. 2  
and  
383 votes were cast AGAINST

The constitutional amendment to include within the scope of homestead protection the real property of a single adult person which meets the other requirements of homestead property, and to provide that a family homestead may not be abandoned except with the consent of both spouses.

1757 votes were cast FOR NO. 3  
and  
452 votes were cast AGAINST

The constitutional amendment to extend the \$3,000 ad valorem tax exemption to the homesteads of unmarried adults.

1234 votes were cast FOR NO. 4  
and  
895 votes were cast AGAINST

The constitutional amendment establishing certain requirements relative to the enactment of laws creating certain conservation and reclamation districts.

1471 votes were cast FOR NO. 5  
and  
701 votes were cast AGAINST

The constitutional amendment authorizing counties and cities bordering on the Gulf of Mexico to issue bonds for the construction of sea walls and breakwaters upon a vote of the resident property taxpayers.

1214 votes were cast FOR NO. 6  
and  
918 votes were cast AGAINST

The constitutional amendment stating that the district court concurrently with the county court shall have the general jurisdiction of a probate court, and providing the jurisdiction thereof, and further providing that in any probate proceeding the district court shall also have jurisdiction otherwise conferred upon it be law, and further providing that the legislature may increase, diminish or eliminate the jurisdiction of the district court or county court in probate matters, and further providing that the legislature shall have power to adopt rules governing the filing, distribution and transfer of all such cases and proceedings as between district courts, county courts, and other courts having jurisdiction thereof, and further providing that the legislature may provide that all appeals in such matters shall be to the courts of (civil) appeals.

1414 votes were cast FOR NO. 7  
and  
776 votes were cast AGAINST

The constitutional amendment to provide for an additional \$100 million in bonds or obligations of the State of Texas for the Veterans' Land Fund.

818 votes were cast FOR NO. 8  
and  
1340 votes were cast AGAINST

The constitutional amendment to authorize cities, towns, and villages to levy such ad valorem taxes as are sufficient to pay the principal of and interest on their general obligations hereafter issued subject to the restrictions provided by law.

765 votes were cast FOR NO. 9  
and  
1408 votes were cast AGAINST

The constitutional amendment authorizing the legislature to exempt from property taxes certain property used by a nonprofit water supply corporation or a nonprofit water cooperative.

THE STATE OF TEXAS

COUNTY OF Fort Bend

I HEREBY CERTIFY that the foregoing

is a correct return of the vote of this county cast for and against the nine (9) proposed amendments to the Constitution of the State of Texas at an election held on the 6th day of November, A. D., 1973.

WITNESS my hand and official seal, at Richmond, Texas, this the 13 day of November, 1973.

ATTEST

Ella Macek,  
County Clerk

Fort Bend  
County, Texas

By Paul Elliott Deputy

RE: APPOINTMENT OF FATHER JAMES MADDEN TO CHILD WELFARE BOARD

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed Father James Madden was appointed to the Fort Bend County Welfare Board.

RE: APPLICATIONS FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Court approved the applications for Soil Conservation work for the following:

Paul Freudensprung  
James Hand  
W. H. Lamensky  
Mensik Bros. - Sidney Mensik  
Adolph Scholze  
Raymond Vacek

RE: OPENING BIDS OF HEALTH UNIT OPENED AND ORDER TO ADVERTISE FOR BIDS OF BUILDING TO HOUSE HEALTH UNIT

Bids on moving the Fort Bend Health Unit were opened and only one bid was received and that from R. W. Strunk of Lizzie, Texas in the amount of \$3250.00 which did not include disconnection and re-connection of sewage facilities nor guarantee contents of house after moving.

After a discussion, a motion was made by Johnnie Pustka and seconded by Paul R. Wenzel, Jr., and duly passed to advertise for bids on New metal type building to house the Health Unit to be built adjacent to the Fort Bend County Ambulance Service building.

RE: ADVERTISE FOR BIDS ON 2 or MORE TRUCKS FOR PCT. 2 and 1 or MORE SLOPE MOVERS FOR DRAINAGE DISTRICT AND 1 MULTIPURPOSE DIRT MOVING MACHINE FOR PCT. 4

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed to advertise for 2 or more trucks for Precinct 2 and 1 or more slope mowers for Drainage District and 1 Multipurpose Dirt Moving Machine with Trade In for Pct. 4.

There being no further business, the Court recessed at 11:15 o'clock A.M. until Wednesday October 14, 1973 at 9:00 o'clock A.M.

WEDNESDAY, OCTOBER 14, 1973

The Commissioners Court re-convened at 9:00 o'clock A.M. on Wednesday, October 14, 1973.

RE: BILLS APPROVED

All accounts shown in Minutes of accounts allowed, and in payroll Journal and Warrant Register, in the County Auditors office, as approved by the Commissioners Court in person in November, 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on Motion of Commissioner Ed. H. Helwig, and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed and approved.

There being no further business the Court adjourned at 11:30 o'clock A.M.

*Jack Grater*  
COUNTY JUDGE

ATTEST: *Ella Maeck*  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 19th day of November, 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                      |                        |
|----------------------|------------------------|
| Josh Gates,          | County Judge           |
| Johnnie Pustka,      | Commissioner Prec. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Prec. # 2 |
| J. M. Davis,         | Commissioner Prec. # 3 |
| Ed. H. Helwig,       | Commissioner Prec. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Paul R. Wenzel, Jr., and duly passed, the Minutes of Regular Session of November 12th, 1973, were approved..

RE: APPROVE APPLICATION FOR EMPLOYMENT OF AMBULANCE ATTENDANT AND DRIVER FOR FORT BEND COUNTY AMBULANCE SERVICE

5 On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the application of Charles Hughie McGee as ambulance attendant and driver for the Fort Bend County Ambulance Service, at a Salary of \$595.00 per month, effective December 1, 1973, replacing part time help.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED FOR THE FOLLOWING:

On Motion of Commissioner Johnnie Pustka, seconded <sup>by</sup> Commissioner Paul R. Wenzel, Jr., and duly passed, the court approved the applications for Soil Conservation work for the following:

|                 |                  |                   |
|-----------------|------------------|-------------------|
| Joe F. Vindik   | W. H. Penkert    | Steve Kendziora   |
| Roland Kroesche | Benjamin Thuesen | Alphons Zatopek   |
| R. P. Kuban     | Roy Hartfiel     | Ben Wehring       |
| Floyd J. Meyer  | Otto H. Schulz   | Otto Gerken       |
| Albert Wornat   | Emil Straznicky  | , Lorene Browning |
| Henry Lewis     | Ed. Schmidt      | Edmond Wleczyk    |
| Ernest Wendt    | Leon Roberts     |                   |

RE: ACCEPT LOW BID OF E. L. SCHONERT TO PAINT INTERIOR OF COURTHOUSE

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court accepted the low bid of E. L. Schonert, in the amount of \$6,580.00 for painting and repairs to the complete interior of the Fort Bend County Courthouse, except the hallways and the paneled areas of the County Judge's and the District Judge's office.

RE: AUTHORIZATION TO PURCHASE GEORGE PORTRAITS FOR THE FORT BEND COUNTY BRANCH LIBRARIES

On Motion of Commissioner J. M. Davis, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court authorized to pay \$6,000.00 for two George Portraits to be paid for out of the (George Grant) Fort Bend County Branch Libraries Fund, to be placed in the Fort Bend County Branch Libraries.

The Portrait of Mr. Albert George will be placed in the Stafford <sup>Branch</sup> Library and Portrait of Mrs. Mamie E. George will be placed in the Needville Branch Library.

RE: APPLICATION FOR AND PERMIT GRANTING TELEPHONE CABLE CROSSING SUGAR LAND TELEPHONE COMPANY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court approved the application, for and permit granting telephone Cable Crossing to Sugar Land Telephone Company!

APPLICATION FOR AND PERMIT  
GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONERS' COURT  
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

COMES NOW SUGAR LAND TELEPHONE COMPANY acting herein by and through its duly authorized representative and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain roads, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County of its Engineer when it is necessary for the widening or any construction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District.

Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction and installation, and to notify the County Commissioner in the Precincts, 48 hours before beginning work under the permit and when work is completed to notify the Commissioner so he can inspect the work while construction equipment is still on the job for any necessary additional work.

Petitioner further agrees to save the County harmless from any action arising out of the laying, maintenance or operation of said cable.

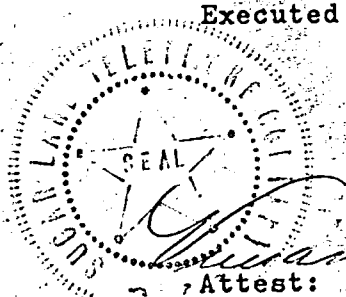
A Bond is required to be in force during the construction period and for one year thereafter to assure that the area is returned to and remains in its previously existing condition.

The undersigned officer of said Company has full authority to bind said Company hereto.

Executed in quadruplicate originals this 9th day of November 19 73

Sugar Land Telephone Company

By:



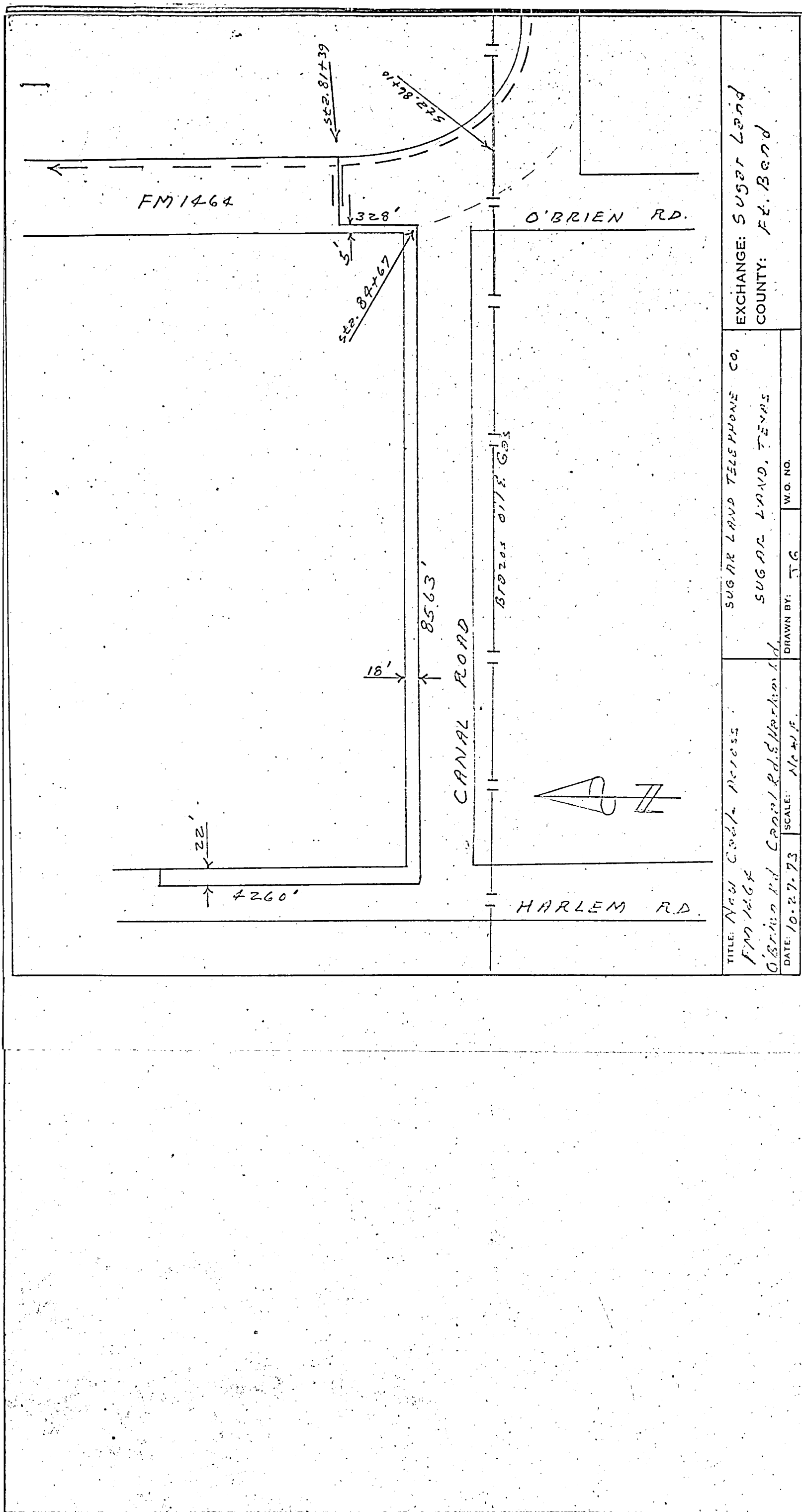
Attest: Secretary

## PERMIT

IN THE COMMISSIONER'S COURT -----FORT BEND COUNTY, TEXAS.  
ON THIS the 19th day of November 19 73,  
on motion duly made, seconded and passed by the COMMISSIONERS'  
COURT OF FORT BEND COUNTY, TEXAS, and spread on its minutes,  
the above petition is hereby granted, and said applicant is  
hereby granted (so far as the County is able to grant) per-  
mission right and privilege to lay, maintain, repair and operate  
a buried telephone cable under and across the certain roads,  
ditches, drainage canals and highways as shown on the plats  
attached to said application on file in the COUNTY JUDGE'S  
OFFICE; upon the condition and agreements of petitioner, said  
buried cable is to be laid, operated, repaired and maintained  
so as not to interfere with drainage and proper maintenance and  
free and undisturbed use of said roads, ditches, drainage canals  
and highways, to repair all damage incurred due to the construction  
and maintenance, and to relocate or change at petitioner's risk and  
expense as directed by the COMMISSIONERS' COURT upon reasonable notice,  
and to save the COUNTY, each of its COMMISSIONERS' and the Drainage  
District harmless from any course of action aforesaid.

COMMISSIONERS' COURT  
FORT BEND COUNTY, TEXAS

By: Josh Gater  
County Judge



## COUNTY TREASURER'S BOND REPORT

NOVEMBER, 1973

## FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1962

|   |             |            |
|---|-------------|------------|
| Outstanding 11-1-1973 - - -                         | \$ 2,862.50 |            |
| 6 Int. Coupons No. 19 Off Bonds 42 thru 47 @81.25   | \$          | 487.50     |
| 6 Int. Coupons No. 21 Off Bonds 42 thru 47 @81.25   | \$          | 487.50     |
| 10 Int. Coupons No. 22 Off Bonds 16 thru 24         |             |            |
| & #29 @75.00  | \$          | 750.00     |
| 14 Int. Coupons No. 22 off Bonds 35 thru 48 @81.25  | \$          | 1,137.50   |
| Received 6 Coupons No. 19 off Bds. Nos. 42 thru 47  |             |            |
| at \$81.25  |             | \$ 487.50  |
| Received 6 Coupons No. 21 Off Bds. Nos. 42 thru 47  |             |            |
| at \$81.25  |             | \$ 487.50  |
| Received 10 Coupons No. 22 Off Bds. Nos. 16 thru 24 |             |            |
| & #29 @75.00  |             | \$ 750.00  |
| Received 14 Coupons No. 22 Off Bds. Nos. 35 thru 48 |             |            |
| at \$81.25  |             | \$1,137.50 |
|   | \$ 2,862.50 | \$2,862.50 |

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966

|  |            |            |
|--|------------|------------|
| Outstanding 11-1-1973- - -                         | \$1,897.50 |            |
| 22 Int. Coupons #15 off Bonds 149 thru 170 @86.25  | \$1,897.50 |            |
| Received 22 Int. Coupons No. 15 off Bonds 149 thru |            |            |
| 170 at \$86.25                                     |            | \$1,897.50 |
|  | \$1,897.50 | \$1,897.50 |

## Fort BEND COUNTY TIME WARRANTS, SER. 1969

Outstanding 11-1-1973 - - - None

## ROAD DISTRICT NO. 4 SER. 1940 BOND

|  |         |       |
|--|---------|-------|
| Outstanding 11-1-1973 - - -              | \$50.00 |       |
| 2 Int. Coupons No. 77 off Bds. 166 & 167 |         |       |
| at \$25.00                               | \$      | 50.00 |

## ROAD DISTRICT No. 8 SER. 1927 BOND

|  |          |        |
|--|----------|--------|
| Outstanding 11-1-1973 - - -                    | \$110.00 |        |
| 4 Int. Coupons No. 59 off Bds. 210-212-214-216 |          |        |
| at \$27.50                                     | \$       | 110.00 |

## COUNTY TREASURER'S BOND STATEMENT

NOVEMBER, 1973

## FT. BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1962

Received 6 Coupons No. 19 off Bonds  
42 thru 47 (due 2-1-1972) @ 81.25 \$ 487.50

Received 6 Coupons No. 21 off Bonds  
Nos. 42 thru 47 (due 2-1-1973) @ 81.25 \$ 487.50

Red.-  
10 Coupons No. 22 Off Bonds Nos. 15 thru 24  
and #29 @ 75.00 (due 8-1-1973) \$ 750.00

Rec'd. 14 Coupons No. 22 off Bonds Nos.  
35 thru 48 (due 8-1-1973) @ 81.25 \$ 1,137.50

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\$ 2,862.50

5

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There being no further business the Court adjourned at 9:45 o'clock A.M.

*Jest Hake*  
COUNTY JUDGE

ATTEST: *Ella Maeek*  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 26th day of November, 1973, the Commissioners Court of Fort Bend County, Texas, met in Special Session with the following present:

|                      |                            |
|----------------------|----------------------------|
| Josh Gates,          | County Judge               |
| Johnnie Pustka,      | Commissioner Precinct. # 1 |
| Paul R. Wenzel, Jr., | Commissioner Precinct. # 2 |
| J. M. Davis,         | Commissioner Precinct. # 3 |
| Ed. H. Helwig,       | Commissioner Precinct. # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of November 19, 1973, were approved.

RE: ACCEPT BID OF MULTI-PURPOSE HYDRAULIC EXCAVATOR FOR PRECINCT #4

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the following bid was accepted on a lease purchase plan, from Hy-Way Equipment Company, for a Multi-Purpose Hydraulic Excavator for the net amount of \$59,700.00, after trade-in, for Precinct # 4.

RE: ACCEPT BID OF MULTI-PURPOSE HYDRAULIC EXCAVATOR FOR PRECINCT #1

5

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the following bid was accepted, on a lease purchase plan, from Hi-Way Equipment Company, for a Multi-Purpose Hydraulic Excavator for the net amount of \$63,665.00 for Precinct # 1.

RE: ADOPT RESOLUTION SETTING POLICY FOR ELEVATION FOR SUBDIVISIONS IN FORT BEND COUNTY, TEXAS

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court adopted the following Resolution setting policy for elevation for subdivisions in Fort Bend County, Texas

November 26, 1973

The Fort Bend County Commissioners' Court has been informed that Minimum elevations will be required in Fort Bend County Subdivisions by the Texas Water Rights Commission and that these elevations will be determined by the water elevations during the December 1913 flood.

5 The Fort Bend County Commissioners' Court is very cognizant of the necessity of protection of the public in the developement of residential and commercial sites and has been taking steps to acquire complete information and is using all available data in setting its' requirements for the protection of its' people. We have gathered information on past floods including complete data by our Engineering Department on the 1957 and 1965 floods. We have also asked for flood plain studies on the Watersheds of Fort Bend County.

When plats are submitted to us we require complete engineering data and then we apply standards and requirements we have determined are necessary to protect the public before we approve the plats.

The Commissioners Court would suggest that since we have all the technical data available to other agencies plus the knowledge of conditions in the county that we and our technical staff are best qualified to determine the requirements for developing Fort Bend County and at the same time protecting the people of the county.

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RE: APPROVAL TO EMPLOY HASKINS & SELLS TO MAKE SURVEY FOR ELECTRONIC DATA PROCESSING STUDY

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner J. M. Davis, and duly passed, the Court approved to employ Haskins & Sells to make a survey to study the need for an Electronic Data Processing System in Fort Bend County.

RE: APPROVAL OF TELEPHONE BILL FOR FORT BEND COUNTY OUT-REACH PROGRAM

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved to pay the monthly Telephone bill in the amount of \$13.75 for Fort Bend County Out-Reach Program, being for local calls only and to be paid out of the General Fund.

RE: ACCEPT BID FOR TWO CRAWLER TRACTORS EQUIPPED WITH HYDRAULIC BOOM TYPE ROTARY MOWER FOR THE DRAINAGE DISTRICT

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner J. M. Davis and duly passed, the court accepted the bid of Eagle Lake Implement Company for two Crawler Tractors equipped with Hydraulic Boom Type Rotary Mower in the amount of \$14,100.00 each, for the Fort Bend County Drainage District.

RE: APPLICATION FOR SOIL CONSERVATION WORK APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the applications for Soil Conservation work were approved for the following:

Stephen Harwood

Sidney Vacek

Cinco Ranch by W. M. Wheless, Jr.

Raymond Hillandahl

5

RE: ACCEPT BID DERWEHRING PROPERTIES, INC., FOR STEEL BUILDING FOR FORT BEND COUNTY HEALTH UNIT

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the following bid was accepted from Wehring Properties, Inc., for a Steel Building for the Fort Bend County Health Unit, in the amount of \$27,817.00.

RE: ACCEPT ABANDONMENT OF ROAD OF THE BEASLEY TOWNSITE, ORCHARD AND GARDEN TRACTS

On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the abandonment of road of the Beasley Townsite, Orchard & Garden tracts. Petition, Notice and Order for discontinuing same is as follows:

COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, ET AL

TO

THE PUBLIC

PETITION

WHEREAS, those portions of public road described hereinbelow have been abandoned for public road purposes for more than twenty (20) years; and

WHEREAS, said portions of public road have been continuously under fence for a period of twenty (20) years or more; and

WHEREAS, said portions of public road hereinbelow described provide no benefit to the public; and

WHEREAS, the public interest will be better served in making this change by closing and discontinuing portions of public road and by abandoning the use of same for public road purposes: NOW THEREFORE

WE, the undersigned, being free holders in the precinct in which the hereinbelow described portions of public roads are located, respectively request the Commissioner's Court of Fort Bend County, Texas, to grant an order discontinuing the portions of public road hereinbelow described as public roads and abandoning their use for public road purposes, said portions of public roads in Fort Bend County, Texas, being more particularly described as follows, to-wit:

That road or street lying between Lot Five (5) and Lot Six (6) in Block Forty-five (45) of the Beasley Townsite Orchard and Garden Tracts Subdivision in the B.B.B. & C. Survey 3, Abstract 141, Fort Bend County, Texas, as shown on subdivision plat recorded in Vol. 2, at Page 11, Plat Records, Fort Bend County, Texas, said portion of street bounded on its North end by U.S. Highway #59 and on its South end by the proposed Southwest Freeway.

DATED this 30 day of October, 1973.

Lothar a Matthies  
Freeholder

Ralph C. Beehnmann  
Freeholder

Johanna Matthies  
Freeholder

Kenned Mesecke  
Freeholder

E. L. Michulka  
Freeholder

Hilda Myska  
Freeholder

Dick Krause  
Freeholder

Charence Bethaus  
Freeholder

Filed this the 1st  
day of November, 1973.

Josh Gahr  
County Judge

N O T I C E  
-----

NOTICE is hereby given by the undersigned that they intend to make application to the Commissioner's Court of Fort Bend County, Texas, on or after the 26<sup>th</sup> day of November, 1973, being at least twenty (20) days after the date of posting this notice, for an order discontinuing the below described strips of land in Fort Bend County, Texas, as public roads and abandoning their use for public road purposes, such strips of land being more particularly described as follows:

That road or street lying between Lot Five (5) and Lot Six (6) in Block Forty-five (45) of the Beasley Townsite Orchard and Garden Tracts Subdivision in the B.B.B. & C. Survey 3, Abstract 141, Fort Bend County, Texas, as shown on subdivision plat recorded in Vol. 2, at Page 11, Plat Records, Fort Bend County, Texas, said portion of street bounded on its North end by U. S. Highway #59 and on its South end by the proposed Southwest Freeway.

DATED this 30 day of October, 1973.

Lothar A. Matthies  
Freeholder

✓ Ralph C. Bachmann  
Freeholder

Johanna Matthies  
Freeholder

✓ Kenneth Mesek  
Freeholder

✓ E. L. Michalka  
Freeholder

✓ Hilda Myska  
Freeholder

✓ Duskause  
Freeholder

✓ Clarence Ottens  
Freeholder

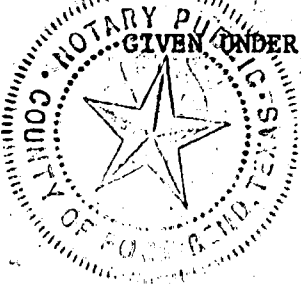
Came to hand the 31<sup>st</sup> day of October, 1973, and executed by posting a properly executed true copy hereof at the Courthouse door of Fort Bend County, Texas, and at Beasley Post Office and Walzel's Grocery Store which are two other public places in the vicinity of the route of said roads on the 31<sup>st</sup> day of October, 1973.

Clifford Myska

THE STATE OF TEXAS

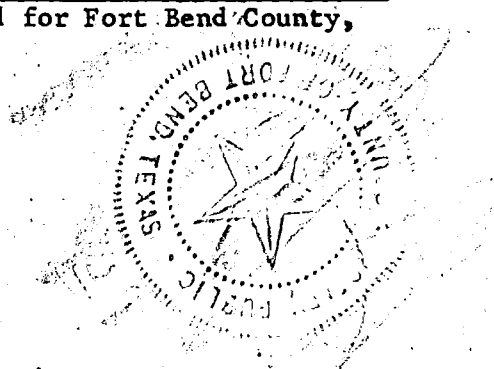
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Clifford E. Myska, 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 31st day of October, 1973.

*[Signature]*  
Notary Public in and for Fort Bend County,  
Texas.



ORDER OF COMMISSIONER'S COURT DISCONTINUING A PORTION OF PUBLIC ROAD LYING BETWEEN LOT FIVE (5) AND LOT SIX (6) IN BLOCK FORTY-FIVE (45) OF THE BEASLEY TOWNSITE ORCHARD AND GARDEN TRACTS SUBDIVISION IN THE B.B.B. & C. R.R. CO. SURVEY 3, ABSTRACT 141, FORT BEND COUNTY, TEXAS, AND ABANDONING ANY USE OF SAID STRIP OF LAND FOR PUBLIC ROAD PURPOSES

THE STATE OF TEXAS

COUNTY OF FORT BEND

On this the 26th day of November, 1973, the Commissioner's Court of Fort Bend County, Texas, convened in regular Session at the regular term of said Court, at the Courthouse of the City of

Richmond, Texas, with the following members present, to wit:

Josh Gates, County Judge  
 Johnnie Pustka, County Commissioner Precinct No. 1  
 Paul R. Wenzel, Jr., County Commissioner Precinct No. 2  
 J. M. Davis, County Commissioner Precinct No. 3  
 Ed H. Helwig, County Commissioner Precinct No. 4

And, among other proceedings had, the following order passed:

Whereas, a petition was this date presented to this court requesting the discontinuing, as a public road, a strip of land lying between lot five (5) and lot six (6) in block forty-five (45) of the Beasley Townsite Orchard and Garden Tracts Subdivision in the B. B. B. & C. Railroad Co. Survey 3, Abstract 141, Fort Bend County, Texas, bounded on its north end by U. S. Highway 59 and on its south end by the proposed Southwest Freeway, which petition was signed by at least eight (8) freeholders in the precinct in which such road is desired to be discontinued who gave at least twenty (20) days notice by written advertisement of their intended presentation to this court of said petition posted up on the Courthouse door of Fort Bend County, Texas, and at two (2) other public places in the vicinity of said strip of land, and which strip of land this court finds has never been used as a public road and has been fenced off from public access for more than 20 years, and this court further finds that the public interest will be better served in closing and discontinuing

said road and by abandoning any use of same for public road purposes and that said petition is proper; and,

Whereas, the Commissioner's Court of Fort Bend County, Texas, has considered the matter and deemed it appropriate to close, discontinue and abandon said strip of land as a public road;

Now, Therefore,

Be it Ordered, Adjudged and Decreed by the Commissioner's Court of Fort Bend County, Texas:

That that certain strip of land lying between lot five (5) and lot six (6) in block forty-five (45) of the Beasley Townsite Orchard and Garden Tracts Subdivision in the B. B. B. & C. Railroad Co. Survey 3, Abstract 141, Fort Bend County, Texas, bounded on its north end by U. S. Highway 59 and on its south end by the proposed Southwest Freeway, be closed, discontinued and abandoned as to any use as a public road.

The above order being read, it was moved and seconded that same pass. Thereupon, the question being called for, the following members of the court voted AYE:

Johnnie Putka,  
J. M. Davis,  
Paul R. Wenzel

Ed. H. Helwig

and the following voted NO: None

Josh Baker  
County Judge

Johnnie Putka  
County Commissioner Precinct No. 1

J. M. Davis  
County Commissioner Precinct No. 3

Paul R. Wenzel  
County Commissioner Precinct No. 2

Ed. H. Helwig  
County Commissioner Precinct No. 4

ATTEST:  
Ella Macek  
County Clerk

Byron E. Smith, Deputy

APPROVED AS TO FORM:

C. A. Johnson  
County Attorney

There being no further business, the Court adjourned at 10:05 o'clock A.M.

Josh Baker  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 3rd day of December, 1973, the Commissioners Court of Fort Bend County, met in Special Session with the following present:

|                     |                           |
|---------------------|---------------------------|
| Josh Gates          | County Judge              |
| Paul R. Wenzel, Jr. | Commissioner Precinct # 2 |
| J. M. Davis,        | Commissioner Precinct # 3 |
| Ed. H. Helwig,      | Commissioner Precinct # 4 |

Johnnie Pustka, Commissioner Precinct # 1 was absent when the following orders were passed, to-wit:

RE: MINUTES APPROVED

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Minutes of Special Session of November 26, 1973 were approved.

RE: ALLOCATE FUNDS FOR FORT BEND COUNTY AMBULANCE SERVICE AND HEALTH UNIT BUILDINGS FROM REVENUE SHARING FUNDS

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr., and duly passed it was agreed that \$63,000.00 be allocated for the Construction and furniture of the Fort Bend County Ambulance Service and Health Unit Buildings from Revenue Sharing Funds.

RE: ACCEPT BID FOR 2 TRUCKS PRECINCT 2

On Motion of Commissioner Paul R. Wenzel, Jr., and seconded by Commissioner J. M. Davis, and duly passed, the following bid was accepted from Stafford International, Inc. in the amount of \$6976.80 each for 2 trucks for Precinct # 2. 5

RE: EMPLOYMENT OF LARRY KACAL AS DRIVER-ATTENDANT FORT BEND COUNTY AMBULANCE SERVICE

On Motion of Commissioner J. M. Davis and seconded by Commissioner Ed. H. Helwig and duly passed the Court approved the application of Larry Kacal as Ambulance Attendant and Driver for the Fort Bend County Ambulance Service at a salary of \$595.00 per month effective December 1, 1973.

RE: CANCELLATION OF WESTOVER FARMS SUBDIVISION APPROVED

On Motion of Commissioner J. M. Davis and seconded by Commissioner Ed. H. Helwig and duly passed the application to cancel Westover Farms Subdivision was approved.

COUNTY JUDGE

11/6

THE STATE OF TEXAS  
COUNTY OF FORT BEND  
IN THE COMMISSIONER'S  
COURT OF  
FORT BEND COUNTY,  
TEXAS

APPLICATION TO CANCEL  
WESTOVER  
FARM SUBDIVISION

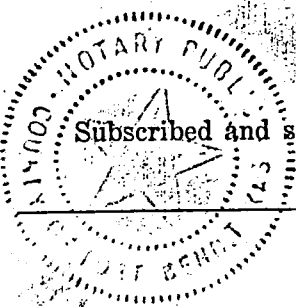
TO THE HONORABLE  
COMMISSIONER'S COURT:  
NOW COMES, ROBERT  
PACINI and TONY  
VALLONE, hereinafter called  
Petitioners, of Houston,  
Harris County, Texas, and  
files with the Commissioner's  
Court of said County, this  
Application to Cancel  
Subdivision, as it pertains to  
their land.

Petitioners are owners of a  
59.77 acre tract described in  
Vol. 384, Page 2 of the Deed  
Records of Fort Bend County,  
Texas, and more particularly  
described in "Exhibit A"  
hereto attached; 48.64 acres of  
said land is recorded in  
Volume 5, Page 16 of the Plat  
Records of Fort Bend County,  
Texas, as Westover Farms.  
Said Subdivision was  
approved the 13th day of May,  
1963, by the Fort Bend County  
Commissioner's Court.

#### PUBLISHER'S AFFIDAVIT

5 THE STATE OF TEXAS, }  
County of Fort Bend. }

On this 3 day of December A. D. 1973, personally appeared before the  
undersigned, a Notary Public in and for said county and state, Richard L. Barton  
\_\_\_\_\_  
Publisher of The Herald-Coaster, a newspaper published at  
Rosenberg, County of Fort Bend, State of Texas, who, being by me duly sworn, on oath, states that  
the advertisement, a true copy of which is hereto annexed, was published in said newspaper in  
1 issues thereof on the following dates November 6  
\_\_\_\_\_  
A. D. 1973.



Subscribed and sworn to before me, this 3 day of December

A. D. 1973.

Richard L. Barton  
Notary Public in and for Fort Bend County, Texas

COMMISSIONER'S COURT OF  
FORT BEND COUNTY, TEXAS

CANCELLATION ORDER

WHEREAS, on the 12th day of July, 1973, as recorded in Vol. 5, Page 306, of the Commissioner's Court Minutes, to which refer in aid hereof, the Court heard the application of Robert Pacini and Tony Vallone to cancel Westover Farms Subdivision, as a subdivision as recorded in Vol. 5, Page 16 of the Plat Records of Fort Bend County, Texas, to which refer in aid hereof, and set a date for a hearing on said application, and whereas, no opposition to Robert Pacini and Tony Vallone's application to cancel the subdivision was made known to the Court, either before or after the publication of the application to cancel the subdivision;

AND WHEREAS, all of the legal requirements were met to the satisfaction of the Fort Bend County Commissioner's Court to cancel the subdivision.

NOW, THEREFORE, this Order is entered, and so Ordered, to cancel Said Subdivision, as described and recorded in Vol. 5, Page 16 of the Plat Records of Fort Bend County, Texas from the subdivision plat records, and the Tax Assessor shall assess the property as though it had never been subdivided.

ENTERED this 3<sup>rd</sup> day of December, A.D. 1973.

COMMISSIONER'S COURT OF  
FORT BEND COUNTY, TEXAS

Joel Bates  
COUNTY JUDGE

There being no further business, the Court adjourned at 9:30 o'clock A.M.

Joel Bates  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 10th day of December 1973, the Commissioners Court of Fort Bend County, met in Regular Session with the following present:

|                           |                           |
|---------------------------|---------------------------|
| Johnnie Pustka            | Commissioner Precinct # 1 |
| Paul R. Wenzel, Jr.,      | Commissioner Precinct # 2 |
| J. M. Davis<br>(Presided) | Commissioner Precinct # 3 |
| Ed. H. Helwig,            | Commissioner Precinct # 4 |

County Judge Josh Gates was absent, when the following proceedings were had and the following orders were passed, wit:

RE: APPROVE MINUTES

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the Minutes of Special Session of December 3, 1973 were approved with the addition of "from Revenue Sharing funds" be added as follows:

Re: Allocate Funds for Fort Bend County Ambulance Service and Health Unit Buildings from Revenue Sharing Funds

RE: APPOINTMENT OF COUNTY HEALTH OFFICER FOR 1974

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig and duly passed it was decided to postpone appointment of County Health Officer for 1974 until the Special Session December 17, 1973.

RE: APPROVE BLUE RIDGE WEST MUNICIPAL UTILITY DISTRICT BONDS

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed, official Bonds for William L. Close and Richard A. Brown, directors in Blue Ridge West Municipal Utility District was approved and are recorded in the Official Bond Records of the County Clerk's office. County Judge is authorized to sign.

RE: APPOINTMENT REPRESENTATIVE TO EXECUTIVE COMMITTEE AND REPRESENTATIVE TO GENERAL MEMBERSHIP BODY OF HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 1974

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Johnnie Davis and duly passed Johnnie Pustka was designated as representative to the Executive Committee. Commissioner Johnnie Pustka and Commissioner Paul R. Wenzel, Jr. as Delegates to the General Membership body of the Houston-Galveston Area Council for the year 1974.

RE: ADVERTISE FOR BIDS FOR 3 CARS FOR THE SHERIFF'S DEPARTMENT

On Motion of Commissioner Paul R. Wenzel, Jr. and seconded by Commissioner Johnnie Pustka and duly passed the Court authorized to advertise for bids on 3 automobiles for the Sheriff's Department with trade in of Units 3A and 6A.

RE: APPROVE EMPLOYMENT OF HARVEY LEE COTTON AS JAILER-SHERIFFS DEPT.

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr. and duly passed Harvey Lee Cotton was approved as jailer at a salary of \$660.00 per month effective December 12, 1973.

RE: ACCEPT RESIGNATION OF SHERIFF R. L. (TINY) GASTON AND JUSTICE OF THE PEACE PCT. 1 GUY N. WYNN

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr. and duly passed the Court accepted the resignations of R. L. (Tiny) Gaston, Sheriff effective January 31, 1974 and the resignation of Guy N. Wynn, Justice of the Peace Pct. 1 effective December 31, 1973. Appointments are to be made at the December 17th, 1973 Commissioners Court Meeting.

RE: AMEND MINUTES OF DECEMBER 3, 1973-ADVERTISE FOR BIDS ON FAIRGROUNDS AND RECREATION CENTER  
TO BE OPENED DECEMBER 18, 1973

On Motion of Commissioner Ed. H. Helwig and seconded by Commissioner Paul R. Wenzel, Jr. and duly passed the Court amended the Minutes of December 3, 1973 to advertise for bids on Fairground buildings and recreation center. The Bids are to be opened December 18, 1973 at 10:00 o'clock A.M.

RE: APPROVE 1973 TAX ROLL

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed the Court approved the 1973 Tax Roll for the Tax Assessor-Collector in the amount of \$238,757,430.00.

RE: APPROVE BILL-WHITE ADVERTISING COMPANY FOR HOLIDAY INN SIGN

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the bill of White Advertising Company for Holiday Inn sign located on the Konrad Mesecke Property Re: Parcel 115A, Account 8012-1-12, U. S. Highway 59, Fort Bend County was approved for payment.



## AN ORDER

The Honorable County Judge Josh Gates, having received

the election return from Dean E. Melton, the presiding judge of the election held for the purpose of electing officers for the Town of Kendleton, Texas said election being held on November 17, 1973, and having found that the individuals set out below received the votes corresponding to their names:

Votes Cast for Mayor

Ennis B. Humphrey - 32'  
Carl M. Williams - 31  
A. B. Guess, Jr. - 12.

Votes Cast for Marshall

Hubert R. Walker, Jr. - 58.

Votes Cast for Alderman (five offices)

Willie McNeill - 34.  
Leroy Dorsey - 60.  
James T. Grant - 56.  
Huen T. Humphery - 53.  
Albert E. "Skippy" Allen - 52.  
H. P. Johnson - 57.  
Henry Williams, Jr. - 41.

Now, Therefore, pursuant to Article 8.36 of the election code of the State of Texas, I hereby certify that the following persons were duly elected to the offices corresponding their names:

Ennis B. Humphrey - Mayor  
Hubert R. Walker, Jr. - Marshall  
Leroy Dorsey - Alderman  
James T. Grant - Alderman  
Huen T. Humphery - Alderman  
Albert E. "Skippy" Allen - Alderman  
H. P. Johnson - Alderman

It is further ordered that the above mentioned officers shall be administered the proper oath of office and assume their respective duties until their successors have been duly qualified and elected.

SO ORDERED AND DECREED THIS 10th day of December, 1973.

*Josh Gates*  
\_\_\_\_\_  
Josh Gates  
County Judge  
Fort Bend County, Texas

There being no further business, the Court recessed until 9:00 o'clock A.M. Wednesday, December 12, 1973.

WEDNESDAY, DECEMBER 12, 1973

The Commissioners Court re-convened at 9:00 o'clock A.M. on Wednesday, December 12, 1973.  
RE: BILLS APPROVED

All accounts shown in Payroll Journal and Warrant Register, in the County Auditors Office, as approved by the Commissioners Court in person in December 1973 (said sheets in said books being individually certified by each Commissioner as to his bills and by the County Auditor and County Judge on other bills) are hereby approved as to the official action of the Commissioners Court, on motion of Commissioner Johnnie Davis and seconded by Ed. H. Helwig, and duly passed and approved.

There being no further business, the Court adjourned at 11:30 o'clock A.M.

ATTEST: Ella Macek  
COUNTY CLERK

Josh Gates  
COUNTY JUDGE

SPECIAL SESSION

5

THE STATE OF TEXAS )  
COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 17th day of December 1973, the Commissioners Court of Fort Bend County, met in Special Session with the following present:

|                           |                           |
|---------------------------|---------------------------|
| Johnnie Pustka            | Commissioner Precinct # 1 |
| Paul R. Wenzel, Jr.,      | Commissioner Precinct # 2 |
| J. M. Davis<br>(Presided) | Commissioner Precinct # 3 |
| Ed. H. Helwig,            | Commissioner Precinct # 4 |

County Judge Josh Gates was absent, when the following proceedings were had and the following orders were passed, to-wit:

RE: APPROVE MINUTES

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed the Minutes of Regular Session of December 10, 1973, were approved with the exception of Minor corrections made.

RE: APPROVE APPOINTMENT OF SHERIFF FOR FORT BEND COUNTY TO REPLACE R. L. "TINY" GASTON

On Motion of Commissioner J. M. Davis, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed the court approved to accept the appointment of Ervin Hurta, to fill the position of Sheriff, to replace R. L. "Tiny" Gaston, whose resignation becomes effective January 31, 1974, as per order as follows:

Motion by Commissioner Ed. H. Helwig, that the Commissioners Court of Fort Bend County accepted the resignation tendered to the County by Sheriff R. L. "Tiny" Gaston, and the resignation shall be effective on January 31, 1974, or at an earlier date, if there is a vacancy in the office of Sheriff of Fort Bend County, and that Ervin Hurta, be appointed to serve as Sheriff of Fort Bend County, until after General Election is held on November 5, 1974, when the person elected to serve the unexpired term for Sheriff receives a Certificate of election and duly qualifies according to laws of State of Texas.

Second to Motion by Commissioner Paul R. Wenzel, Jr.

RE: APPOINTMENT OF JUSTICE OF PEACE PRECINCT No. 1, FOR UNEXPIRED TERM APPROVED

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner J. M. Davis, and duly passed, the Court appointed Calvin Bennett Watson, to fulfill the unexpired term of retiring Justice of Peace, Precinct # 1, Guy N. Wynn, whose resignation becomes effective December 31, 1973. This position to be held until after the General Election, 1974.

RE: APPOINTMENT OF DR. WALTER E. CULPEPPER AS COUNTY HEALTH OFFICER

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court approved the appointment of Dr. Walter E. Culpepper as acting County Health Director for Fort Bend County for the year of 1974.

RE: APPOINTMENT OF LAY MEMBER TO THE MAJOR RESOURCE SYSTEMS COUNCIL

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., Commissioner Johnnie Pustka opposed, and duly passed, the Court approved to appoint Jamie Roberts of Fulshear, Texas to serve as Lay Member to the Major Resource Systems Council.

RE: ADVERTISE FOR BIDS TO SELL OLD HEALTH UNIT BUILDING

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed, the Court ordered to advertise for bids to sell the old Health Unit Building.

RE: PRELIMINARY PLANNING PROGRAM FOR FORT BEND COUNTY COMMUNITY CORRECTIONAL FACILITIES

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr. and duly passed, the Court authorized the County Judge Josh Gates to sign the contract with Texas Criminal Justice Council for preliminary planning program for Fort Bend County Community Correctional Facilities, as follows:

THE STATE OF TEXAS :  
COUNTY OF FT. BEND : KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, entered into on this the 17th day of December 1973, by and between Ft. Bend County, Texas, acting by and through its Commissioners' Court (herein referred to as GRANTEE) and Rice Center for Community Design & Research (herein referred to as RICE CENTER) witnesseth:

WHEREAS, the GRANTEE has received Texas Criminal Justice Council Grant Number EA-72-62-1860 and;

WHEREAS, RICE CENTER is identified as the sole consultant in the Application for Grant dated July 16, 1973.

NOW, THEREFORE, the two parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES. The services to be performed by RICE CENTER as the consultant and the products to be developed are described in the Application for Grant as evidenced by a true copy attached hereto (EXHIBIT A) and made a part hereof and in the Grant Award made by the Texas Criminal Justice Council as evidenced by a true copy which is attached hereto (EXHIBIT B) and made a part hereof and all rules, regulations and guidelines pertinent and applicable thereto. The total time period of this contract will be four and one half months after the date of its final signing.

II. COMPENSATION AND METHOD OF PAYMENT

a. The GRANTEE agrees to provide RICE CENTER working capital funds

in the amount of \$3,888.00 within 20 days of acceptance of this agreement.

- b. The GRANTEE agrees to compensate RICE CENTER, on a monthly basis, on an allowable cost reimbursable basis up to a total maximum amount including the working capital mentioned in item II. a. of \$17,500.00.
- c. The GRANTEE agrees to immediately notify RICE CENTER of any program costs determined to have a questionable cost allowability status.
- d. RICE CENTER agrees to furnish the GRANTEE'S Financial Officer monthly reports of RICE CENTER Project Expenditures with adequate details of costs to enable proper determination of allowability.
- e. RICE CENTER agrees to maintain and make available for inspection, audit, or reproduction by any authorized representative of the Comptroller General of the United States, Department of Justice and State of Texas, books, documents, and other evidence pertaining to the cost of expenses of this contract (hereinafter called the records) to the extent and in such detail as will properly reflect all net cost, direct and indirect, of labor, material, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
- f. RICE CENTER agrees to maintain records for three years after final payment or until a Federally approved audit has been made and all questions arising therefrom are resolved.
- g. RICE CENTER agrees to insert clauses (e) and (f) into all sub contracts entered into under a negotiated, fixed price, cost re-

imbursable or cost redeterminable basis.

III. It is mutually agreed between the GRANTEE and RICE CENTER that costs of questionable allowability will be withheld from reimbursement to RICE CENTER until the grant has been audited and the actual allowability determined by mutual agreement of the parties or by an auditor of the state or federal government.

IV. TERMINATION

- a. In the event of failure of either party to fulfill and perform its obligation under this Agreement, the other party may terminate the Agreement upon 30 days notice in writing.
- b. After a notice of termination RICE CENTER shall:
  1. Stop work under the contract on the date and to the extent specified in the notice of termination.
  2. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.
- c. RICE CENTER shall submit to the GRANTEE his termination claim within sixty days of the effective date of the termination, unless an extension in writing is allowed by the GRANTEE. RICE CENTER and the GRANTEE may agree upon the whole or any part of the amount to be paid to RICE CENTER, provided that such agreed amount, exclusive of settlement costs, shall not

exceed the total contract price as reduced by the contract price of the work not completed and the amount of payments otherwise made.

- d. The decision of the GRANTEE shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, RICE CENTER mails or otherwise furnishes to the GRANTEE a written appeal addressed to the Texas Criminal Justice Council. The decision of the Texas Criminal Justice Council or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness or gross error implying bad faith, in some court of competent jurisdiction.

V. OFFICIALS NOT TO BENEFIT:

No officer, member or employee of the CJC and no member of its governing body, and not other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States, no Resident Commissioner, or employee of the LEAA or Department of Justice, shall be admitted to any share of part thereof or to any benefit to arise herefrom.

## VI. COPELAND ACT COMPLIANCE:

1. The Consultant shall not induce by any means any person employed in the construction, completion or repair of the work under this Contract, to give up any part of the compensation to which he is entitled.
2. No member of or delegate to Congress, or State Official, or resident commissioner, shall be allowed to any share of part of this Contract, or to any benefit that may arise therefrom.
3. The Consultant agrees to insert this Clause VI into all subcontracts entered into in the performance of the work assigned by this contract.

## VII. MINORITY AND SMALL BUSINESS:

In all subcontracts the Consultant will be encouraged to utilize small businesses, and minority suppliers and services and to purchase materials and supplies of United States origin for use in the completion of this Contract.

## VIII. EQUAL EMPLOYMENT OPPORTUNITY:

1. During the performance of this Contract, the Consultant agrees as follows:
  - a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees

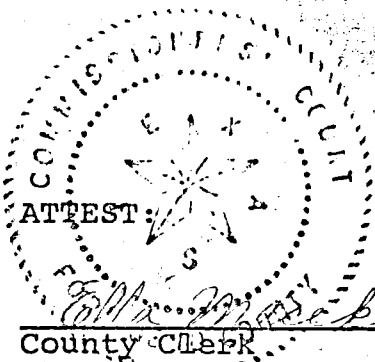
are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.

- b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

WITNESS our hands this the 17th day of December, 1973.

THE COUNTY OF FT. BEND

By Josh Gates  
County Judge



County Clerk

By Pearl Collett, Deputy

RICE CENTER FOR COMMUNITY DESIGN  
& RESEARCH

By David A. Aram  
President

RE: APPROVE AGREEMENT WITH HOUSTON PIPE LINE COMPANY UTILITY ADJUSTMENT NO. U-9157  
On Motion of Commissioner Paul R. Wenzel, Jr., seconded by Commissioner

Johnnie Pustka, and duly passed, the court approved the Utility Adjustment Agreement  
No. U-9157 with Houston Pipe Line Company, as follows:

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Texas Highway Department  
Right of Way Division  
Form D-15-80A  
Page 1

UTILITY JOINT USE AGREEMENT  
(controlled access highway)

THE STATE OF TEXAS  
COUNTY OF TRAVIS

COUNTY Fort Bend  
PROJECT  
ACCT. NO. 8012-1-12  
HIGHWAY U. S. 59  
LIMITS: From Wharton County Line To  
Int. of Existing US 59 & Proposed Re-  
location<sup>79</sup> West of Rosenberg

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Highway Department, proposes to make certain highway improvements on that section of the above indicated highway.

WHEREAS, the Houston Pipe Line Company, hereinafter called the Owner, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated on the plans attached to Utility Agreement ~~as executed by Owner on the 19 day of September 19 72~~, or on location sketches attached hereto except as provided below.

**ADJUSTMENT U-9157**

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the Texas Highway Department prior thereto, to furnish necessary sketches showing location, type of construction, and methods to be used for protection of traffic, and if, in the opinion of the Texas Highway Department, such alteration, modification, or new construction will injure the highway or endanger the traveling public using said highway, the Texas Highway Department shall have the right, within 30 days after the receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

OWNER hereby agrees that access for servicing its facilities normally will be limited to access via (a) Frontage roads where provided (b) Nearby or adjacent public roads and streets, or (c) Trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes, or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps

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Right of Way Division  
Form D-15-80A  
Page 2

will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs, and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through-traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Participation in actual costs incurred by the Owner for any future relocation or adjustment of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) The Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) The Owner and the State, by the execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Owner fails to comply with the requirements as set out herein, the State may take such action as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

STATE OF TEXAS  
Texas Highway Department:

OWNER: Houston Pipe Line Company

James J. Poorman  
District Engineer

By E. H. Reese  
E. H. Reese

L. E. Clark  
Right of Way Engineer

Title Vice President

CEC

Date 11-16-73

Date September 19, 1973

5

C

Texas Highway Department  
Form D-15-48  
Page 1 of 2  
Rev. 10-61

STATEMENT

(Covering Contract Work as Appears on Preliminary Estimate)

COUNTY Fort Bend ACCT. NO. 8012-1-12  
PROJECT \_\_\_\_\_ AGREEMENT NO. \_\_\_\_\_  
HIGHWAY U. S. 59

I, E. H. Reese, a duly authorized and qualified representative of Houston Pipe Line Company hereinafter referred to as OWNER, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

- ☐ I. It is more economical and/or expedient for OWNER to contract this adjustment because:
- ☒ II. OWNER is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the preliminary estimate.

PROCEDURE TO BE USED IN CONTRACTING WORK

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☒ B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Since names and addresses of known qualified


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contractors must be submitted to the State in advance of solicitation for bids, such presently known contractors are as follows:

1. Troy Construction Company
2. Murry Pipe Line Company
3. W. L. Golightly, Inc.
- 4.
- 5.

NOTE: Under the provisions of Paragraph 6c of Policy and Procedure Memorandum 30-4, the State must be informed of any addition to this list prior to circularizing for bids.

- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for OWNER and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract give detailed information by attachment hereto.)
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the State and the Division Engineer prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

  
(Name) E. H. Reese

Vice President  
(Title)

September 19, 1973  
(Date)

Est. of Tom R. Booth Dec'd.

To:

Vol. 584 1984 584

Houston Pipe Line Co.

PIPE LINE RIGHT-OF-WAY

THE STATE OF TEXAS

221822

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, JOE C. WESSENDORFF, THOMAS W. BOOTH and FREEMAN I. BOOTH, as Independent Executors and Trustees under the Will of Tom R. Booth, Deceased, (hereinafter called Grantor, whether one or more), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto HOUSTON PIPE LINE COMPANY, a Texas corporation, its successors and assigns (hereinafter called Grantee), a right-of-way and easement to lay, construct, maintain, inspect, operate, protect, repair, alter, change the size of, replace, relocate, substitute and remove one pipe line, and appurtenant facilities from time to time deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of said pipe line, for the transportation of gas, oil, petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, at a location and on a route across, under, upon, over and through the lands of Grantor or in which Grantor has an interest, situated in the County of Fort Bend, State of Texas, described as follows:

A right-of-way and easement thirty feet (30') extending over, through, along and across that certain 80 acre tract of land, being Lot 1 of the Cobb and Booth Subdivision in S. N. Cross Survey, Abstract 397, Fort Bend County, Texas. Said subdivision being shown by plat of record in Volume 2, Page 18 of the Map Records of Fort Bend County, Texas, to which reference is hereby made for all purposes.

Said thirty foot (30') easement being 10 feet on the North side and 20 feet on the South side of the hereinafter described reference line;

BEGIN at a stake in the Southwest right-of-way line of Emerson Road, which extends along the Northeast line of said 80 acre tract of land. Said stake being South 45° 34' East along said Southwest right-of-way line 13 feet from the South right-of-way line of U.S. 59 Freeway;

THENCE South 68° 16' West 13 feet to a stake;

THENCE South 67° 38' West 307 feet to a stake over an existing pipeline.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easement herein granted shall be used by Grantee, its successors or assigns, for the purposes herein granted.

Grantee shall be liable to Grantor for all damages by reason of any injury or injuries to the growing crops, pasturage, fences, roads, or other property of Grantor on or about said land, the liability for such damages and the amount of said damages, in the event of disagreement between Grantor and Grantee, to be determined by a Board of Arbitration, consisting of three (3) persons, (residents of Fort Bend County, Texas) one of whom shall be selected by Grantor, and one of whom shall be selected by Grantee, and the two (2) persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the parties hereto.

The easement herein granted is without the right on the part of the Grantee to construct and maintain any fences separating the lands covered by such easement from other lands of the Grantor, and that none of the valves or pipe or appurtenances to said pipe line shall be located on the surface of said land, (excepting as hereinafter permitted) and such easement is granted upon the condition that upon any abandonment of the use of said easement right of way for the purposes herein granted, or complete cessation of such use thereof and maintenance or operation of said pipe line for a continuous period of twelve (12) months, said easement shall terminate and all rights herein granted shall thereupon revert to the Grantor, their heirs or assigns.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee, and provided the said Grantor shall not construct nor permit to be constructed any house, structures or such obstructions on or over, or that will interfere with the maintenance or operation of the pipe line constructed hereunder, and will not change the grade over such pipe line. The Grantee obligates itself to bury its pipe line along the route of the easement herein granted, so as not to interfere with any use made by Grantor of the surface of said lands, subject to Grantee's pipe line operations, and so as not to interfere with the surface drainage of said lands; and in this connection, the Grantee hereby obligates itself to pay any damages occurring or

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resulting to the Grantor, as well as any tenants of the Grantor, from the constructing, laying, maintaining, operating and removing of said pipe line, excepting that advance construction damages have been paid to Grantor for the laying of said line.

Grantee agrees and obligates itself at the point where the right of way crosses any fences of Grantor, to properly brace said fences, both ways, before cutting the wires, so as not to slack the wires in said fences, and also agrees to repair and replace any fence line upon lands of the Grantor, the removal of which might become necessary in constructing of said pipe line, and to re-install a good barbed wire fence, and hog wire fence, (at the places where hog wire fence now is) as before entry by Grantee, at the place where said right of way crosses Grantor's fence line, and to keep and maintain such portion of said fences in repair after any entrance is made along said easement right of way by employees and agents of the Grantee, its successors and assigns, at any time during the existence of said easement.

Grantor, his heirs and assigns, reserve the right to extend irrigation canals, drainage ditches, railroad spur tracks, and roads or streets and driveways across the right of way strip, and also reserve the right to extend public utilities on said roads and streets; all of same, however, to be so located as not to interfere with the construction, maintenance, operation, repair, alteration, replacement or removal of said pipe line by Grantee.

The consideration recited in the first paragraph of this right of way agreement has been paid to Grantor, and accepted by them, as payment for the right of way herein conveyed, and severance damages. It is agreed and understood that the Grantee has not paid to Grantor, and Grantee hereby agrees to pay to Grantor, at Richmond, in Fort Bend County, Texas, within sixty (60) days after said pipe line has been constructed the following items of damage or payments, and agrees also to do and to perform the following things:

(1) Grantee agrees to reasonably level said right of way strip in such a manner that surface or rain water may pass, and flow undisturbed and unimpeded from Grantor's field or pasture on one

side of said right of way strip to the other side of said right of way strip; and Grantee agrees to restore all drains, levees and laterals, field roads and fences to their original condition, and where said pipe line cross major drain ditches or bayous, to reasonably level the surface so that drain or rain water may flow unimpeded along said right of way and into said major drain ditches or bayous, and to use and continue to use such reasonable measures thereafter to prevent erosion and washing in the areas on either side of said major drain ditches or bayous.

(2) Grantee shall also pay to Grantor any damages to any other property of Grantor, outside of the easement strip, caused by Grantee, its agents, servants, employees or sub-contractors.

(3) Grantee agrees to buy its pipe line so that the <sup>six</sup> top thereof is at least thirty/inches (36") below the surface of the land and at least the same depth below drainage ditches, bayous and roads. Where the width or depth of existing ditches or bayous renders it impracticable to bury the line at the minimum depth above provided, Grantee shall construct its pipe line a sufficient distance under such ditches or bayous so as not to obstruct the same. After completion of construction operations, the surface over the pipe line will be filled, graded and restored as near as practicable to its original level.

(4) Upon completion of its construction operations across the above described tract, Grantee is permitted to place a colored post or marker at all points where its pipe line crosses an existing road or fence line, but is not permitted to have any of its pipes, appurtenances, valves or appliances on the surface of said land; except for venting requirements, at public roads, as required by law.

(5) Grantee has no rights of ingress and egress on Grantor's property, except as above permitted.

(6) In the event Grantee contracts for the construction, replacing, removal or repair of said pipe line, the Grantee shall nevertheless remain primarily liable for the fulfillment of its obligations as herein stated.

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6A If any governmental agency or governing body requires that said pipeline be encased or lowered under the said easement, the cost of such encasement or lowering is to be borne by said governmental agency or governing body.

If the Grantors herein, their successors or assigns, should require the lowering or encasement of said pipeline under the said easement, the cost of same is to be borne by Grantors.

If the Grantee herein, for any other reason and at its own personal decision (without request therefor from any governmental agency, governing body, or the Grantors herein) desires such encasement or lowering of its pipeline, then Grantee shall bear the cost therefor.

FOR IDENTIFICATION:

Donna M. Smith

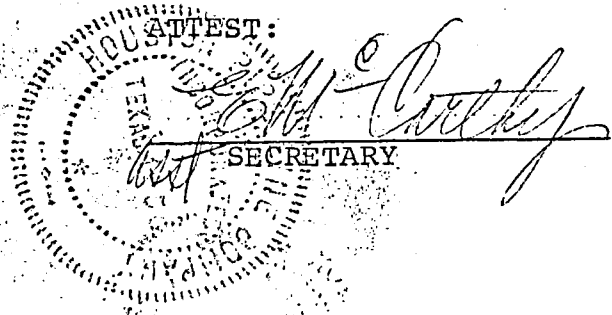
(7) After the construction of said pipe line, in event that Grantee shall hereafter repair, reconstruct, maintain, alter, remove or replace said pipe line, that in so doing it shall be liable to Grantor (or any tenant of Grantor) for any damages caused to livestock, crops or any other property of Grantor located on said right of way, and also for any damages to any land or property of Grantor, located off of the right of way strip, caused by Grantee, its agents, servants, employees, or subcontractors, if any.

(8) Grantee agrees to use all reasonable efforts to return said land to its original condition, as nearly as reasonably possible, as before entry by Grantee.

This Agreement and all the terms and provisions hereof shall be binding upon all parties hereto, their heirs, administrators, successors and assigns; the acceptance hereof by Grantee shall be sufficient evidence of the agreement by Grantee with all the terms and provisions hereof, and is executed in duplicate originals this 14<sup>th</sup> day of JULY, A.D. 1972.

HOUSTON PIPE LINE COMPANY

BY: [Signature]  
VICE-PRESIDENT  
or AUTHORIZED OFFICER



ESTATE OF TOM R. BOOTH

BY: [Signature]  
THOMAS W. BOOTH

BY: [Signature]  
FREEMAN I. BOOTH

BY: [Signature]  
JOE C. WESSENDORF

INDEPENDENT EXECUTORS AND  
TRUSTEES OF THE ESTATE OF  
TOM R. BOOTH, DECEASED

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

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BEFORE ME, the undersigned authority, on this day personally appeared THOMAS W. BOOTH, FREEMAN I. BOOTH and JOE C. WESSENDORFF, as Independent Executors and Trustees of the Estate of Tom R. Booth, Deceased, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14<sup>th</sup> day of July, A.D. 1972.



Tommye Rindell  
NOTARY PUBLIC IN AND FOR  
FORT BEND COUNTY, TEXAS.

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared E. H. Reese, Vice President of HOUSTON PIPE LINE COMPANY, 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 the said HOUSTON PIPE LINE COMPANY, 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 15<sup>th</sup> day of December, A.D. 1972.



Charles J. Mill  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS.

FILED FOR RECORD  
AT 8 O'CLOCK PM

FEB 26 1973

Ella Maeek  
County Clerk, Fort Bend, Co., Tex.

I hereby certify that the foregoing instrument was filed on this date and was duly recorded in the volume and page of the deed records of Fort Bend County, Texas as shown hereon by me, on



FEB 27 1973

Ella Maeek  
COUNTY CLERK, Fort Bend  
County, Texas

Fort Bend } STATE OF TEXAS,  
COUNTY.

THIS MEMORANDUM OF AN AGREEMENT made and entered into by and between  
*J. C. Graves husband of Everlene Graves*

of Fort Bend County, Texas, hereinafter, whether one or more, known as First Party,  
and the HOUSTON OIL COMPANY OF TEXAS, a Texas Corporation with its domicile at Houston, Texas, hereinafter known as  
Second Party, WITNESSETH:

(1) First Party, for and in consideration of the payment to it by Second Party of the sum of *25*  
cents per lineal rod, the receipt of which is hereby acknowledged and confessed, and for the other and further considerations,  
conditions and reservations hereinafter mentioned, does hereby grant, sell, and convey unto Second Party a right-of-way to lay,  
construct, maintain, operate, repair, and remove an Oil, and/or Gas, Pipe Line for the transportation of oil, and/or gas, and other  
similar commodities, at a location and on a route to be selected by Second Party, over, through, and upon the following tracts or  
parcels of land, to-wit:

Being a 25 acre tract of land a part of the Isaac Mc Gary Survey  
Abstract No. 58, Fort Bend County, Texas.

Also the right to erect, construct, maintain, repair, operate, and remove a line of poles and telegraph and/or telephone  
lines along and upon said right-of-way. Also all reasonable right of ingress and egress at all reasonable times for the purpose  
of the use and enjoyment of the rights hereinbefore granted.

It being stipulated, however, that Second Party shall be liable to First Party for all damages by reason of an injury or  
injuries to the growing crops or other property of First Party on or about said land, the liability for such damages and the  
amount of such damages, in the event of disagreement between First Party and Second Party, to be determined by a Board of  
Arbitration, consisting of three (3) persons, one of whom shall be selected by First Party, and one of whom shall be selected  
by Second Party, and the two (2) persons thus selected shall select the third person. A decision of such Board of Arbitration,  
or a majority thereof, given in writing, shall be final and binding upon the Parties hereto.

TO HAVE AND TO HOLD the said easement, and/or right-of-way, unto the said Second Party, its successors and assigns,  
so long as the same shall be used for the purpose for which granted, but subject to the terms and provisions hereof.

(2) First Party grants to Second Party the right to lay, construct, maintain, operate, repair, and remove additional pipe  
lines over said lands and right-of-way granted above, parallel and adjacent to such first Pipe Line, for the transportation of oil,  
and/or gas, or other similar commodities, upon the payment by Second Party to First Party of the sum of *(25)* cents  
per lineal rod for each additional pipe line. Such pipe lines shall be laid, so far as practicable, parallel with and adjacent to the  
first pipe line, and as near to it as practicable, and in no event more than ten (10) feet distant. All of such pipe lines shall be  
buried and kept buried so that the top of same shall be below plow depth.

(3) The rights hereby granted to Second Party by First Party shall, upon demand in writing by First Party, revert to First  
Party if Second Party shall, for a period of two (2) years, voluntarily cease to use all of such pipe lines. Provided, Second Party  
shall have six (6) months after the receipt of such demand in writing within which either to resume operations or remove said  
pipe line, or pipe lines, and said telegraph and/or telephone lines.

(4) This Agreement and all the terms and provisions hereof shall be binding upon all Parties hereto, and/or their heirs,  
administrators, successors, or assigns. The acceptance hereof by Second Party shall be sufficient evidence of the agreement  
by Second Party with all of the terms and provisions hereof.

WITNESS our hands, this *8<sup>th</sup>* day of *April*, A. D. 192*8*.

*J. C. Graves*  
*Everlene Graves*  
FIRST PARTY

STATE OF TEXAS,

COUNTY.

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument of writing, 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 \_\_\_\_\_ day of \_\_\_\_\_, A. D. 192\_\_\_\_.

Notary Public, \_\_\_\_\_ County, Texas.

STATE OF TEXAS,

Fort Bend COUNTY.

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Graves and Evelene Graves, wife of the said J. B. Graves, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Evelene Graves, wife of the said J. B. Graves, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Evelene Graves, acknowledged such instrument to be her act and deed, and 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 8 day of April, A. D. 1928.

Notary Public, Fort Bend County, Texas.

5

J. C. Graves 1928

-To-

HOUSTON OIL COMPANY OF TEXAS

Pipe Line Right-of-Way

Isaac Mc. Gary Survey

Fort Bend County

Filed for record, this, the 12<sup>th</sup> day of

December, A. D. 1928

Kate Mitchell Clerk County Court,

Fort Bend County, Texas.

THE STATE OF TEXAS, }  
County of Fort Bend.

I, KATE MITCHELL, County Clerk in and for said County, do hereby certify that the foregoing instrument, dated the 8<sup>th</sup> day of April, 1928, with its Certificate of Authentication, was filed for record in my office the 12<sup>th</sup> day of Dec., A. D. 1928, at 8:30 o'clock A. M., and duly recorded the 19<sup>th</sup> day of Dec., A. D. 1928, at 10:30 o'clock A. M., in the Deed Records of said County, in Vol. 110 on Page 310-313.

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

By Garnett Dant Deputy.

Kate Mitchell  
Clerk County Court, Fort Bend County, Texas.

Texas Highway Department  
Form D-15-48  
Page 1 of 2  
Rev. 10-61

STATEMENT

(Covering Contract Work as Appears on Preliminary Estimate)

COUNTY Fort Bend ACCT. NO. 8012-1-12  
PROJECT \_\_\_\_\_ AGREEMENT NO. \_\_\_\_\_  
HIGHWAY U. S. 59

I, E. H. Reese, a duly authorized and qualified representative of Houston Pipe Line Company hereinafter referred to as OWNER, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

☐ I. It is more economical and/or expedient for OWNER to contract this adjustment because:

☒ II. OWNER is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the preliminary estimate.

PROCEDURE TO BE USED IN CONTRACTING WORK

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☒ B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Since names and addresses of known qualified

Texas Highway Department  
Form D-15-48  
Page 2 of 2  
Rev. 10-61

contractors must be submitted to the State in advance of solicitation for bids, such presently known contractors are as follows:

1. Troy Construction Company
2. Murry Pipe Line Company
3. W. L. Golightly, Inc.
- 4.
- 5.

NOTE: Under the provisions of Paragraph 6c of Policy and Procedure Memorandum 30-4, the State must be informed of any addition to this list prior to circularizing for bids.

- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for OWNER and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract give detailed information by attachment hereto.)
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the State and the Division Engineer prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

(Name)

E. H. Reese

Vice President  
(Title)

September 19, 1973  
(Date)



## HOUSTON PIPE LINE COMPANY

DATE 9-6-73

388)  
AFE No. 389) 3007SALVAGE  
INSTALL

## ESTIMATED COST SHEET

NOTE: This estimate no good if work is done after 11-1-73.

HPL 30

## DESCRIPTION OF JOB

Replace and lower approximately 60' of 18" pipeline with approximately 80' of new pipe between Stations (B-42) 13+98 and (B-42) 14+58 on the Edna-Industrial Junction 18" line for a proposed drainage ditch near Beasley in Ft. Bend County.

PREPARED  
BY

COUNTY

| DESCRIPTION  | QUANTITY | UNIT<br>COST | TOTAL<br>COST |
|--|----------|--------------|---------------|
| <b>EMPLOYED LABOR:</b>   |          |              |               |
| Draftsman  | 8 Hrs.   | \$ 3.75      | \$ 30.00      |
| Checker Draftsman  | 2 "      | 4.35         | 8.70          |
| Right-of-Way Agent   | 24 "     | 5.62         | 134.88        |
| Sr. Engineering Technician-Trans.                              | 8 "      | 4.56         | 36.48         |
| Utility Man - Pipeline   | 24 "     | 3.89         | 93.36         |
| Construction Inspector   | 48 "     | 5.65         | 271.20        |
| Measurement Technician   | 16 "     | 4.25         | 68.00         |
| Corrosion Technician   | 24 "     | 4.56         | 109.44        |
| PAYROLL TAXES  |          |              | 43.62         |
| PAYROLL INSURANCE  |          |              | 2.93          |
| VACATION & SICK TIME ACCRUAL                                   |          |              | 127.85        |
| <b>EXPENSE ACCOUNTS:</b>                                       |          |              |               |
| Right-of-Way Agent   |          |              | 45.00         |
| Survey Crew  |          |              | 60.00         |
| Construction Inspector   |          |              | 90.00         |
| Measurement Technician   |          |              | 30.00         |
| Corrosion Technician   |          |              | 45.00         |
| <b>AUTO &amp; TRUCK EXPENSE (All Equipped w/2-Way Radios):</b> |          |              |               |
| 1 Light Auto (Measurement Technician)                          | 16 Hrs.  | 1.35         | 21.60         |
| 1 Light Auto (R-O-W Agent)                                     | 24 "     | 1.35         | 32.40         |
| 1 Light Auto (Construction Inspector)                          | 48 "     | 1.35         | 64.80         |
| 1 Light Auto (Corrosion Technician)                            | 24 "     | 1.35         | 32.40         |
| 1 Carryall (Survey Crew)                                       | 8 "      | 1.50         | 12.00         |
| <b>CONTRACT SERVICES:</b>                                      |          |              |               |
| Install 80' of 18" Line Pipe (APPROX.)                         |          | 15.00/Ft.    | 1,200.00      |
| Salvage 60' of 18" Line Pipe (APPROX.)                         |          | 2.00 "       | 120.00        |
| Coat & Wrap 80' of 18" Pipe (APPROX.)                          |          | .75 "        | 60.00         |
| Pipe Line X-Ray  | 1 Day    | 400.00/D     | 400.00        |
| Relight Kendleton & Beasley Communities                        |          |              | 1,000.00      |
| <b>MATERIALS:</b>  |          |              |               |
| 80' of 18" Line Pipe (APPROX.)                                 |          | 8.50/Ft.     | 680.00        |
| 18' 45° Weld Ells  | 4        | 85.00 Ea.    | 340.00        |
| <b>RIGHT OF WAY COST:</b>                                      |          |              |               |
|  |          |              | \$ 5,659.66   |
|  |          |              | 183.94        |
| OVERHEAD: 3.25% of \$5,659.66                                  |          |              | \$ 5,843.60   |
| SUB TOTAL  |          |              | ( 126.60)     |
| LESS: Cost of salvaged 18" Pipe                                | 60 Ft.   | 2.11/Ft.     | \$ 5,717.00   |
| TOTAL  |          |              |               |



## HOUSTON PIPE LINE COMPANY

## ESTIMATED COST SHEET

DATE 9-6-73  
 388) SALVAGE  
 AFE No. 389) 3007 INSTALL

HPL 30 NOTE: This estimate no good if work is done after 11-1-73

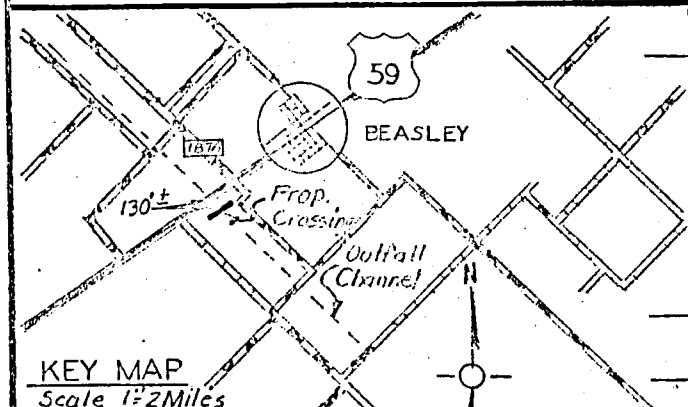
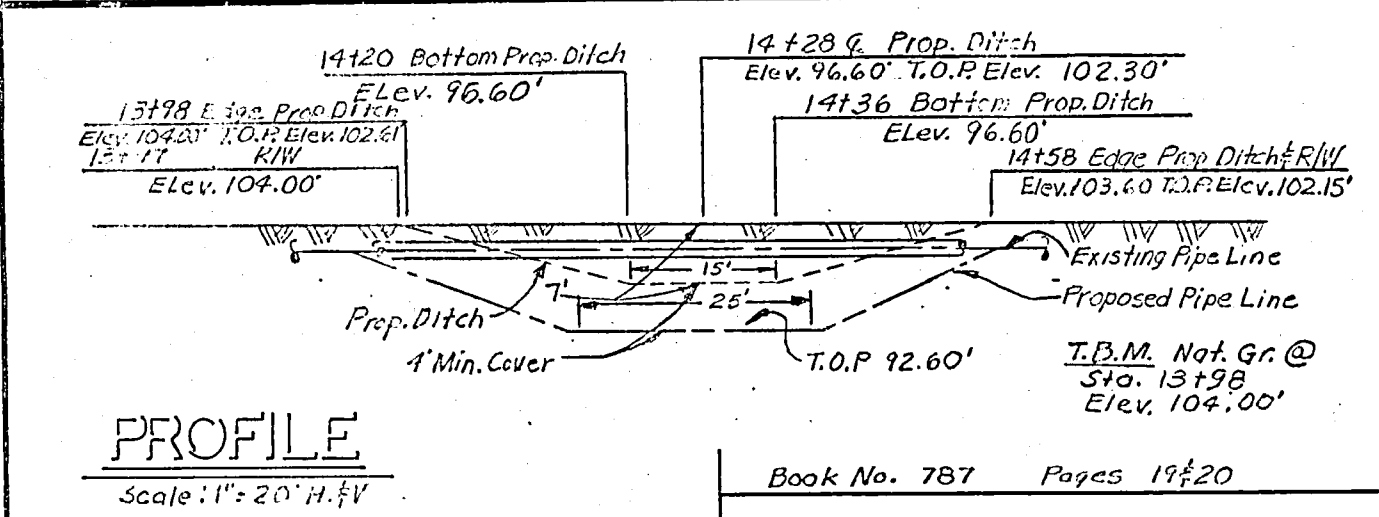
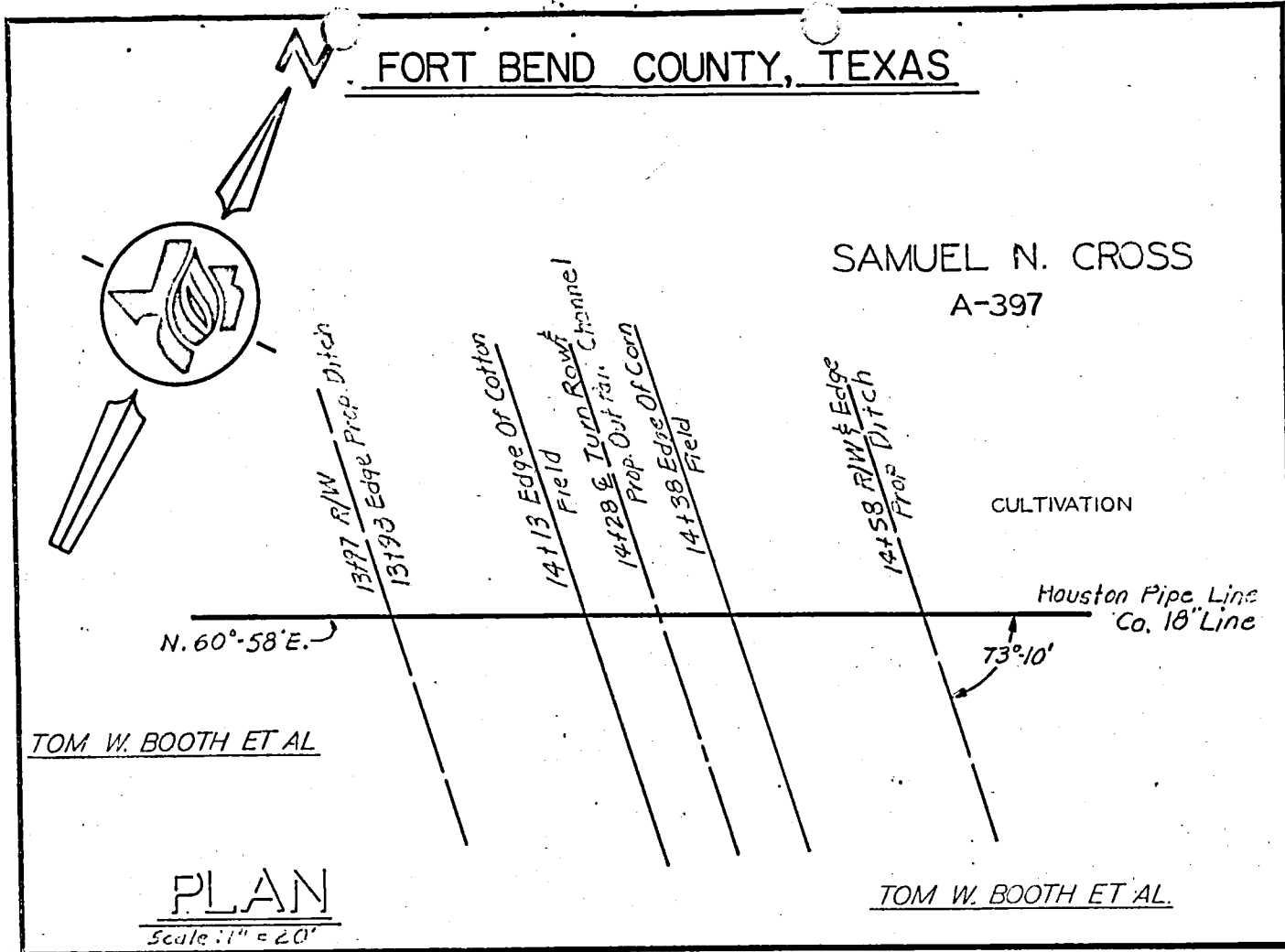
## DESCRIPTION OF JOB

Replace and lower approximately 60' of 18" pipeline with approximately 80' of new pipe between Stations (B-42) 13+98 and (B-42) 14+58 on the Edna-Industrial Junction 18" line for a proposed drainage ditch near Beasley in Ft. Bend County.

PREPARED  
BY

COUNTY

| DESCRIPTION  | QUANTITY | UNIT<br>COST | TOTAL<br>COST |
|--|----------|--------------|---------------|
| This is an explanation of the above overhead and represents the indirect costs attributable to this project and the revision of our facilities:  |          |              |               |
| Design, engineering, purchasing, operating department supervision and accounting costs are reimbursable at 3.25% of the direct costs excluding direct engineering, drafting and supervision. |          |              |               |
| The following rates are applicable to direct labor charged to "Construction Work in Progress":   |          |              |               |
| Payroll Taxes  |          |              |               |
| U.S. Internal Revenue Service  |          |              |               |
| F.I.C.A.   | 5.2      | %            |               |
| Texas Employment Commission  |          |              |               |
| Texas Unemployment Compensation  | .1       | %            |               |
| U.S. Internal Revenue Service  |          |              |               |
| Employer's Annual Federal  |          |              |               |
| Unemployment Tax   | .5       | %            |               |
|  | 5.8      | %            |               |
| Payroll Insurance  |          |              |               |
| Public Liability (Composite Rate)  | .309     | %            | per 1000      |
| Workmen's Compensation   |          |              |               |
| Gas Pipe Line Operation  | .127     | "            | \$100         |
| Engineers or Architects  | .85      | "            | \$100         |
| Clerical Office Employees  | .12      | "            | \$100         |
| Salesmen, Collectors or Messengers   | .38      | "            | \$100         |
| Executive Officers   | .17      | "            | \$100         |
| Vacation and Sick Time Accrual   | 17.00    | %            |               |



Book No. 787 Pages 19 & 20

**REFERENCE**

**HOUSTON PIPE LINE COMPANY**  
ENGINEERING DEPARTMENT - HOUSTON, TEXAS

**EDNA - INDUSTRIAL JCT. 18" LINE  
UNDER OUTFALL CHANNEL  
FT. BEND COUNTY, TEXAS**

|                 |              |                |          |
|-----------------|--------------|----------------|----------|
| DESIGNED BY     | DATE         | APPROVED BY    | DATE     |
| DRAWN BY Daut   | DATE 8-21-00 | APPROVED BY    | DATE     |
| CHECKED BY K.V. | DATE 8-13    | APPROVED BY    | DATE     |
| CORRECT BY      | DATE         | CHIEF ENGINEER |          |
| NO. DATE        | FILE         | SCALE Noted    | SHEET OF |
|                 | 3007         |                |          |

**HA-3007-07-H**



## HOUSTON PIPE LINE COMPANY

## ESTIMATED COST SHEET

DATE 9-6-73

390) 3007

AFE No. 391) 3007

SALVAGE

INSTALL

NOTE: This estimate no good if work done after 11-1-73.

HPL 30

DESCRIPTION OF JOB  
 Replace and lower approximately 142' of 18" pipeline and install approximately 112' of 24" casing on the Edna-Industrial Junction 18" line between Stations (B-41)109+14 and (B-41)110+24 where this line crosses the proposed Darst Road in Fort Bend County.

| DESCRIPTION  | QUANTITY | UNIT COST | TOTAL COST  |
|--|----------|-----------|-------------|
| EMPLOYED LABOR:                                    |          |           |             |
| Draftsman  | 10 Hrs.  | \$ 3.75   | \$ 37.50    |
| Checker Draftsman                                  | 2 "      | 4.35      | 8.70        |
| Right-of-Way Agent                                 | 24 "     | 5.62      | 134.88      |
| Sr. Engineering Technician-Trans.                  | 8 "      | 4.56      | 36.48       |
| Utility Man - Pipeline                             | 24 "     | 3.89      | 93.36       |
| Construction Inspector                             | 48 "     | 5.65      | 271.20      |
| Measurement Technician                             | 16 "     | 4.25      | 68.00       |
| Corrosion Technician                               | 24 "     | 4.56      | 109.44      |
| PAYROLL TAXES                                      |          |           | 44.05       |
| PAYROLL INSURANCE                                  |          |           | 2.96        |
| VACATION & SICK TIME ACCRUAL                       |          |           | 129.13      |
| EXPENSE ACCOUNTS:                                  |          |           |             |
| Right-of-Way Agent                                 |          |           | 45.00       |
| Survey Crew  |          |           | 60.00       |
| Construction Inspector                             |          |           | 90.00       |
| Measurement Technician                             |          |           | 30.00       |
| Corrosion Technician                               |          |           | 45.00       |
| AUTO & TRUCK EXPENSE (All Equipped w/2-Way Radios) |          |           |             |
| 1 Light Auto (Measurement Technician)              | 16 "     | 1.35      | 21.60       |
| 1 Light Auto (R-O-W Agent)                         | 24 "     | 1.35      | 32.40       |
| 1 Light Auto (Construction Inspector)              | 48 "     | 1.35      | 64.80       |
| 1 Light Auto (Corrosion Technician)                | 24 "     | 1.35      | 32.40       |
| 1 Carryall (Survey Crew)                           | 8 "      | 1.50      | 12.00       |
| CONTRACT SERVICES:                                 |          |           |             |
| Lay 142' of new 18" Pipe (APPROX.)                 |          | 8.50Ft.   | 1,207.00    |
| Install 112' of 24" Casing (APPROX.)               |          | 45.00"    | 5,040.00    |
| Salvage 142' of 18" Pipe (APPROX.)                 |          | 2.00"     | 284.00      |
| Coat & Wrap 142' of 18" (A-2)                      |          | .65"      | 92.30       |
| Coat & Wrap 112' of 24" (A-1)                      |          | .70"      | 78.40       |
| X-Ray  | 2        | 400.00/D  | 800.00      |
| Relight Kendleton & Beasley Communities            |          |           | 1,000.00    |
| MATERIALS:   |          |           |             |
| 18" O.D.x.250WT. X-52 Pipe                         | 142 Ft.  | 8.50Ft.   | 1,207.00    |
| 24" Casing   | 112 "    | 12.50"    | 1,400.00    |
| 18" 45° Weld Ells                                  | 4        | 85.00Ea.  | 340.00      |
| 18"x24" Insulators                                 | 12       | 7.50 "    | 90.00       |
| 18"x24" Seals                                      | 2        | 20.00 "   | 40.00       |
| 2" Vent Pipe                                       | 20 Ft.   | .75Ft.    | 15.00       |
| Vent Markers                                       | 2        | 15.00Ea.  | 30.00       |
| RIGHT-OF-WAY COST:                                 |          |           | 1,000.00    |
| OVERHEAD: 3.25% of \$13,992.60                     |          |           | \$13,992.60 |
| SUB TOTAL  |          |           | 454.76      |
| LESS: Cost of Salvaged 18" Pipe                    | 142 Ft.  | 2.11Ft.   | ( 299.62)   |
| TOTAL  |          |           | \$14,147.74 |



## HOUSTON PIPE LINE COMPANY

DATE 9-6-73

390) 3007

AFE No.

SALVAGE

INSTALL

## ESTIMATED COST SHEET

NOTE: This estimate no good if work done after 11-1-73.

HPL 30

## DESCRIPTION OF JOB

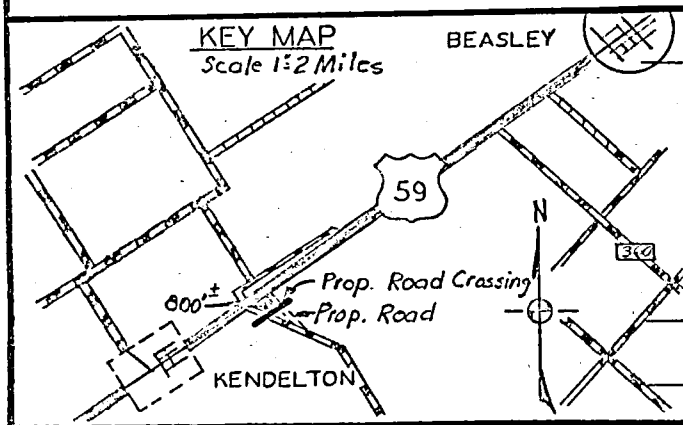
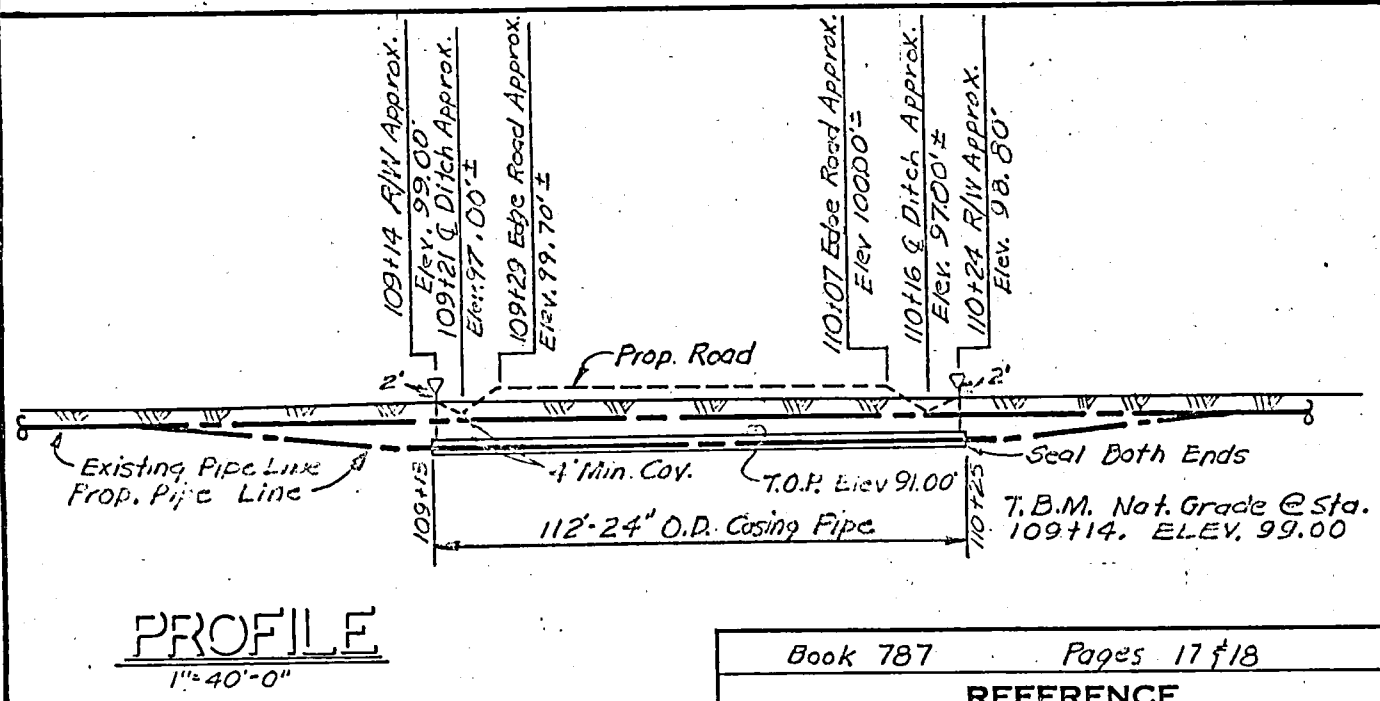
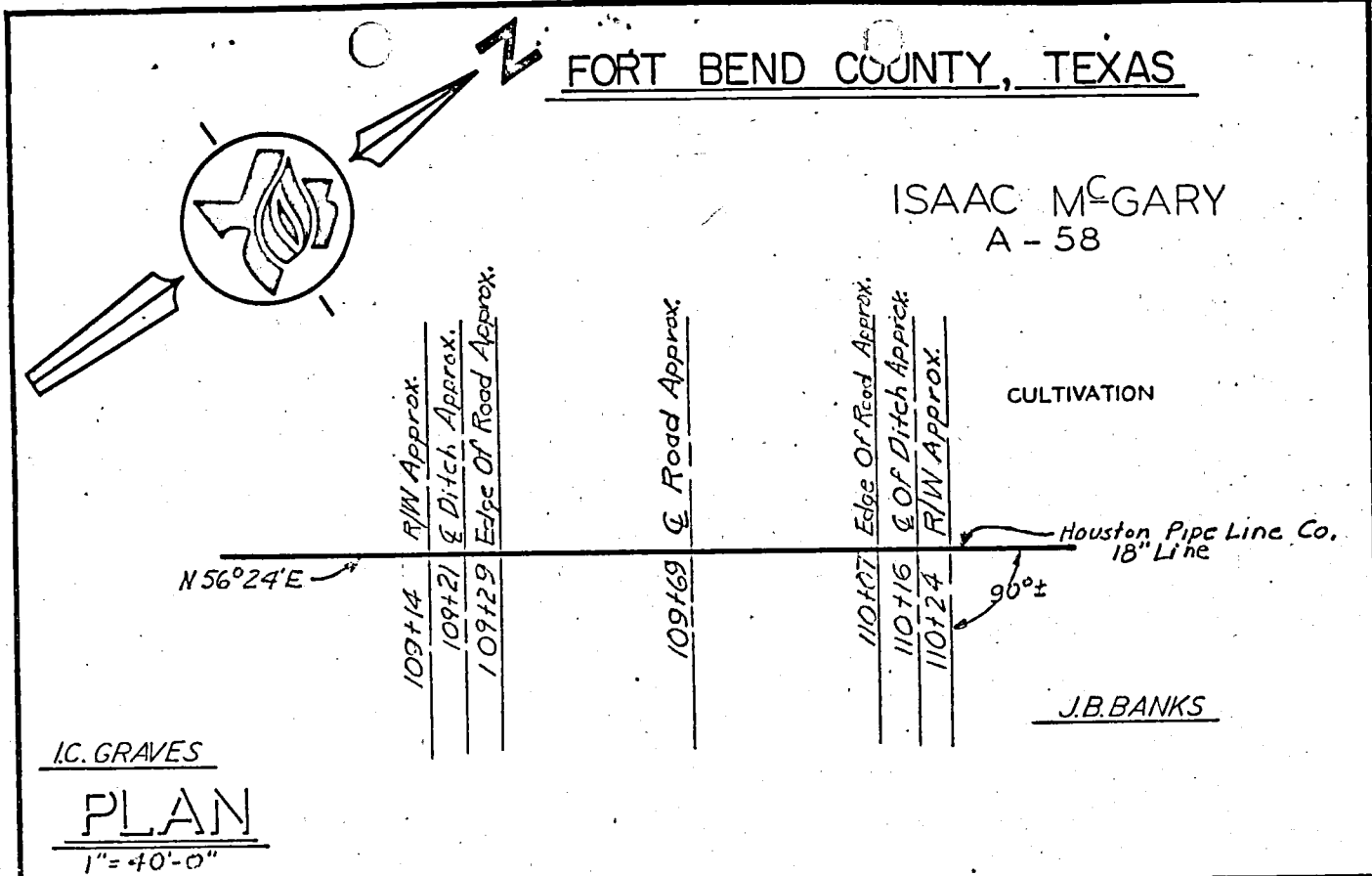
Replace and lower approximately 142' of 18" pipeline and install approximately 112' of 24" casing on the Edna-Industrial Junction 18" line between Stations (B-41)109+14 and (B-41)110+24 where this line crosses the proposed Darst Road

Prepared Bend County.

BY

## COUNTY

| DESCRIPTION  | QUANTITY | UNIT COST | TOTAL COST |
|--|----------|-----------|------------|
| <p>This is an explanation of the above overhead and represents the indirect costs attributable to this project and the revision of our facilities:</p> <p>Design, engineering, purchasing, operating department supervision and accounting costs are reimbursable at 3.25% of the direct costs excluding direct engineering, drafting and supervision.</p> <p>The following rates are applicable to direct labor charged to "Construction Work in Progress":</p> <p>Payroll Taxes</p> <p>U.S. Internal Revenue Service F.I.C.A. 5.2 %</p> <p>Texas Employment Commission Texas Unemployment Compensation .1 %</p> <p>U.S. Internal Revenue Service Employer's Annual Federal Unemployment Tax .5 %</p> <p>5.8 %</p> <p>Payroll Insurance Public Liability (Composite Rate) .309 % per 1000</p> <p>Workmen's Compensation</p> <p>Gas Pipe Line Operation .127 " \$100</p> <p>Engineers or Architects .85 " \$100</p> <p>Clerical Office Employees .12 " \$100</p> <p>Salesmen, Collectors or Messengers .38 " \$100</p> <p>Executive Officers .17 " \$100</p> <p>Vacation and Sick Time Accrual 17.00 %</p> |          |           |            |



Book 787

Pages 17 f 18

REFERENCE

HOUSTON PIPE LINE COMPANY

ENGINEERING DEPARTMENT - HOUSTON, TEXAS

EDNA IDUSTRIAL JUCT. 18" LINE  
UNDER DARST ROAD  
FT. BEND COUNTY, TEXAS

|               |              |                |      |
|---------------|--------------|----------------|------|
| DESIGNED BY   | DATE         | APPROVED BY    | DATE |
| DRAWN BY DAUT | DATE 8-27-73 | APPROVED BY    | DATE |
| CHECKED BY    | DATE         | APPROVED BY    | DATE |
| CORRECT BY    | DATE         | CHIEF ENGINEER |      |
| AUTH 3007     | SCALE Noted  | HA-3007-08-H   |      |
| FILE          | SHEET OF     |                |      |

## COUNTY TREASURER'S BOND REPORT

DECEMBER, 1973

FT. BEND CO. UNLIMITED TAX ROAD BONDS, SER. 1962  
Outstanding 12-1-1973 - - - None

FORT BEND COUNTY UNLIMITED TAX ROAD BONDS, SER. 1966  
Outstanding 12-1-1973 - - - \$ NONE

FORT BEND COUNTY TIME WARRANTS, SER. 1969  
Outstanding 12-1-1973 - - - NONE

FORT BEND COUNTY ROAD DISTRICT NO. 4 SER. 1940 BOND  
Outstanding 12-1-1973 - - - \$50.00  
2 Int. Coupons No. 77 off Bonds 166 & 167  
at \$25.00

\$50.00

FORT BEND CO. ROAD DISTRICT NO. 8 SER. 1927 BOND  
Outstanding 12-1-1973 - - - \$ 110.00  
4 Int. Coupons No. 59 Off Bds. 210-212-214-216  
at \$27.50

\$110.00

## County Treasurer's BOND STATEMENT

DECEMBER, 1973

No Cancelled Bond nor Coupons Received during  
the month of December, 1973.

5

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There being no further business, the Court adjourned at 10:00 o'clock A.M.

ATTEST: Ella Marek  
COUNTY CLERK

\_\_\_\_\_  
COUNTY JUDGE

SPECIAL SESSION

THE STATE OF TEXAS )

COUNTY OF FORT BEND)

BE IT REMEMBERED: That on the 18th day of December, 1973, the Commissioners Court of Fort Bend County, met in Special Session with the following present:

|                      |                           |
|----------------------|---------------------------|
| Josh Gates,          | County Judge              |
| Johnnie Pustka,      | Commissioner Precinct # 1 |
| Paul R. Wenzel, Jr., | Commissioner Precinct # 2 |
| J. M. Davis,         | Commissioner Precinct # 3 |
| Ed. H. Helwig,       | Commissioner Precinct # 4 |

when the following proceedings were had and the following orders were passed, to-wit:

RE: ACCEPT BIDS ON FORT BEND COUNTY FAIRGROUND AND RECREATION CENTER

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Paul R. Wenzel, Jr., and duly passed, the Court accepted the bid in the amount of \$462,337.00 for the construction of Fairground and Recreation Center.

Base Bid of Pope Company, 1104 Hub, Houston, Texas in the amount of \$396,300.00 for General Construction.

Bid of Halbison Plumbing Company, Richmond, Texas in the amount of \$66,037.00 for plumbing.

The Fair Association is to donate \$12,337.00 towards the amount of \$450,000.00 for the sale of the property of the old fairgrounds to equal the amount of the total bid of \$462,337.00.

-----  
There being no further business, the Court adjourned.

\_\_\_\_\_  
COUNTY JUDGE

ATTEST: Ella Macek  
COUNTY CLERK

END OF VOLUME 5



**END**