

MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER



ELIZABETH ROBERTSON
PLATTING & RIGHT-OF-WAY AGENT

THE COUNTY OF GALVESTON
Office of the County Engineer
Platting & Right-of-Way Division
722 Moody, Galveston, TX 77550
(409) 770-5399

March 17, 2025

Honorable Judge Henry
and County Commissioners
Galveston County, Galveston, Texas

Re: TxDOT Project: SH 146, West of SH 146 to N of FM 646, Parcel 347

Gentlemen,

I am submitting a deed and Possession and Use Agreement for your consideration. TxDOT has requested to purchase a 0.1332-acre portion of right-of-way that is owned by Galveston County. CenterPoint Energy and Dean Pipeline Co, LLC also have an interest in this property. They have offered \$3,772.00 for the property, as well as a \$3,000.00 additional consideration, both will be split three (3) ways. Galveston County expects to receive a check for \$2,257.33.

Respectfully,

A handwritten signature in cursive script that reads "ERobertson".

Elizabeth Robertson

Encl.

Cc: Michael Shannon, County Engineer



February 14, 2025

Galveston County, Texas
722 Moody Avenue, Floor 6
Galveston, Texas 77550

CenterPoint Energy Houston Electric, LLC
1111 Louisiana Street, 7th Floor
Houston, Texas, 77002

Dean Pipeline Company, LLC
1100 Louisiana Street, Rm. 12.003
Houston, Texas 77002

TxC ROW Project ID: R00003825
TxC Parcel ID: P00071640 (347)
ROW CSJ: 0389-06-092
County: Galveston County
Highway: SH 146
Location: West of State Highway 146,
North of FM 646, Texas City, TX 77518
District: Houston

Dear Property Owner(s):

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Department will make payment.

Your property consists of 5,803 square feet (0.1332 acres) located West of State Highway 146, North of FM 646, Texas City, Texas 77518. The right of way being purchased by the Texas Department of Transportation has been thoroughly explained. The payment of the amount of \$3,772.00 as herein agreed to will constitute full payment to be made by the Texas Department of Transportation for the property to be conveyed to the State. The State and Owner(s) have agreed to the following provisions:

Until payment is made by the State, title and possession of the property to be conveyed remain with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the State shall have the right to terminate this agreement.

After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the Texas Department of Transportation from the signing of this agreement.

The State, without cost to you as the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed deed and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to Charter Title Company, agent for The State of Texas. This company has been designated as the State's closing agent and is responsible to see that the Texas Department of Transportation obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Bill Hansen, R/W-NAC

LJA Engineering, Inc., acting on behalf of the Texas Department of Transportation

February 14, 2025

We understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "Relocation Assistance."

We understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that our execution of the Right of Way deed is based on this understanding.

Galveston County, Texas, a political subdivision

By: 

Name: Mark Henry, County Judge

Date: March 17, 2025

CenterPoint Energy Houston, Electric, LLC, as successor to Reliant Energy, Incorporated

By: _____

Name: _____

Date: _____

Dean Pipeline Company, LLC, a Texas limited liability company

By: _____

Name: _____

Date: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



DEED

TxDOT ROW CSJ: 0389-06-092

TxDOT Parcel ID: P00071640 (347)

Grantor(s), whether one or more:

Galveston County, Texas, a Texas political subdivision
722 Moody Avenue, Floor 6
Galveston, Texas 77550
(Galveston County)

CenterPoint Energy Houston Electric, LLC as successor to Reliant Energy, Incorporated
1111 Louisiana Street, 7th Floor
Houston, Texas 77002
(Harris County)

Dean Pipeline Company, LLC, a Texas limited liability company
1100 Louisiana Street, Rm. 12.003
Houston, Texas 77002
(Harris County)

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access

as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11 Street
Austin, Texas 78701
(Travis County)

Consideration:

The sum of **THREE THOUSAND SEVEN HUNDRED SEVENTY-TWO and no/100 Dollars (\$3,772.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Galveston County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Galveston County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: (none).

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

(The remainder of this page is intentionally left blank)

GRANTOR:

Galveston County, Texas, a Texas political subdivision

By: [Signature]

Printed Name: Mark Henry

Title: County Judge

Date: March 17, 2025

Corporate Acknowledgment

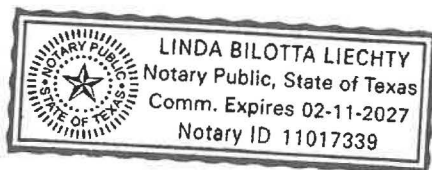
State of Texas
County of Galveston

This instrument was acknowledged before me on MARCH 17, 2025
by

MARK HENRY,
of Galveston County, Texas, a Texas political subdivision. The acknowledging person personally
appeared by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code chapter 406, subchapter C.



[Signature]
Notary Public's Signature

GRANTOR:

CenterPoint Energy Houston Electric, LLC, as successor to Reliant Energy, Incorporated

By: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me on _____, 2025
by

_____,
of CenterPoint Energy Houston, LLC, as successor to Reliant Energy, Incorporated, corporation, on
behalf of said corporation. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code chapter 406, subchapter C.

Notary Public's Signature

GRANTOR:

Dean Pipeline Company, LLC, a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me on _____ 2025
by _____

_____,
of Dean Pipeline Company, LLC, a Texas limited liability company, on behalf of said company. The
acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code chapter 406, subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO:

Charter Title Company

Attn: Susan Simmons

1717 West Loop South, 12th Floor

Houston, Texas 77027

EXHIBIT A

County: Galveston
Highway: SH 146
Project Limits: From Harris/Galveston County Line to FM 1764
RCSJ: 0389-06-092

Property Description for
Parcel 347

Being a 0.1332 of an acre (5,803 square feet) parcel of land situated in the Edward Payne Survey, Abstract No. 164, Galveston County, Texas, being a part of Lily Street (unimproved) (40' R.O.W.) and a portion of First Street (unimproved) (30' R.O.W.) both of record under Volume 3, Page 6 of the Galveston County Map Records (G.C.M.R.), said 0.1332 of an acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod with plastic cap stamped "GeoSurv" on the existing northerly right-of-way line of Lily Street, being at the southerly corner of that certain called 19.207 acre tract of land conveyed from Mrs. Catharine Davis Gauss, D. Christian Gauss, Waters S. Davis, III, Roger H. Davis and Jeremy S. Davis to Houston Lighting & Power Company by deed executed February 2, 1962 and recorded under Volume 1513, Page 643 of the Deed Records of Galveston County, Texas (D.R.G.C.) (now known as CenterPoint Energy Houston Electric, LLC by Galveston County Clerk File No. 2002050910 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.R.P.G.C.));

THENCE, North 50°00'48" East, along the existing northerly right-of-way line of Lily Street, being the southerly line of said 19.207 acre tract, a distance of 177.31 feet to a set 5/8-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap on the proposed westerly right-of-way line of State Highway 146 (width varies) and at the POINT OF BEGINNING of the herein described parcel, having surface coordinates of N=13,753,485.43, E=3,241,734.03 and located 246.03 feet right of and perpendicular to baseline station 596+65.96;

- 1) THENCE, North 50°00'48" East, continuing along the existing northerly right-of-way of Lily Street, being the southerly line of said 19.207 acre tract, passing at a distance of 97.78 feet a set 5/8-inch iron rod with TxDOT aluminum cap at the southwesterly corner of that certain called Channel Easement conveyed from Catherine Davis Gauss to the State of Texas by deed executed November 19, 1941 and recorded under Volume 637, Page 525, D.R.G.C., and continuing along the existing northerly right-of-way of Lily Street, being the southerly line of said 19.207 acre tract and said Channel Easement for a total distance of 128.33 feet to a point on the existing westerly railroad right-of-way line of the Galveston, La Porte & Houston Railroad Company by deed executed May 2, 1895 and recorded under Volume 182, Page 632, D.R.G.C. and by deed dated June 19, 1895 and recorded under Court Minutes, Book 12, Page 300 of the Galveston County Court Records (G.C.C.R.), being the intersection of the existing northerly right-of-way line of Lily Street with the existing easterly right-of-way line of First Street, same being the southeasterly corner of said 19.207 acre tract, from which a found 1-1/2-inch iron pipe bears South 50°00'34" West, a distance of 0.89 feet;

EXHIBIT A

- 2) THENCE, South 29°05'40" East, along the existing westerly railroad right-of-way line of Galveston, La Porte & Houston Railroad Company, being the existing easterly right-of-way line of First Street, passing at a distance of 40.73 feet a set 5/8-inch iron rod with TxDOT aluminum cap and continuing for a total distance of 68.23 feet to a set 5/8-inch iron rod with TxDOT aluminum cap on the proposed westerly right-of-way line of State Highway 146 and at the southeasterly corner of the herein described tract, located 120.00 feet right of and perpendicular to baseline station 597+09.94;**
- 3) THENCE, South 50°00'48" West, leaving the existing westerly railroad right-of-way line of Galveston, La Porte & Houston Railroad Company, over and across First Street, along the proposed westerly right-of-way line of State Highway 146, a distance of 30.55 feet to a set 5/8-inch iron rod with TxDOT aluminum cap on the existing westerly right-of-way line of First Street, being the easterly line of that certain calculated 8.916 acre tract (per Galveston County Appraisal District) conveyed from Clear Creek Independent School District to Howell Petroleum Corporation by deed executed August 27, 1996 and recorded under Galveston County Clerk File No. 9638963, O.P.R.R.P.G.C., same being the easterly line Lot 20, Block 1 of The Clifton Land and Production Company Subdivision, a subdivision of record under Volume 3, Page 6, G.C.M.R.;
- 4) THENCE, North 29°05'40" West, along the easterly line of said Lot 20 and said calculated 8.916 acre tract, being the existing westerly right-of-way line of First Street, along the proposed westerly right-of-way line of State Highway 146, a distance of 27.50 feet to the intersection of the existing westerly right-of-way line of First Street with the existing southerly right-of-way line of Lily Street, being the northeasterly corner of said Lot 20 and calculated 8.916 acre tract, located 150.00 feet right of and perpendicular to baseline station 596+88.22, from which a found 5/8-inch iron rod with cap stamped "TRC" bears South 26°28' East, a distance of 0.39 feet;
- 5) THENCE, South 50°00'48" West, along the existing southerly right-of-way line of Lily Street, being the northerly line of said calculated 8.916 acre tract, same being the northerly line of Lots 18, 19, and said Lot 20 of said The Clifton Land and Production Company Subdivision, a distance of 90.04 feet to a set 5/8-inch iron rod with TxDOT aluminum cap on the proposed westerly right-of-way line of State Highway 146 and at the southwesterly corner of the herein described tract and located 238.42 feet right of and perpendicular to baseline station 597+05.23;
- 6) THENCE, North 40°03'40" West, over and across Lily Street, along the proposed westerly right-of-way line of State Highway 146, a distance of 40.00 feet to the POINT OF BEGINNING and containing 0.1332 of an acre (5,803 square feet) of land.

EXHIBIT A

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983 (1993 Adjustment). All distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013. Source of bearings: Stations TXRS, TXAG, TXLM, TXGA were held horizontally.

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

A parcel plat of even date was prepared in conjunction with this property description.

Access will be permitted to the remainder property abutting the highway facility.

I certify that the survey was performed on the ground under my supervision in April, 2023.

Prepared by:
GeoSolutions, LLC
25211 Grogan's Mill Road, Suite 375
The Woodlands, Texas 77380
Tel. 281-681-9766
Firm No. 100159-00



[Signature]
4/18/23

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013. SOURCE OF BEARINGS: STATIONS TXRS, TXAG, TXLM, TXGA WERE HELD HORIZONTALLY.

2. ABSTRACT INFORMATION PROVIDED BY POSTLE PROPERTY SERVICES, INC., FROM JANUARY 2014 THROUGH APRIL 2014. FIELD SURVEYING WAS PERFORMED FROM JANUARY 2014 THROUGH MAY, 2018.

3. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

5. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.

LEGEND

■ 5/8" IRON ROD WITH TXDOT ALUM. CAP SET

□ FOUND 5/8" IRON ROD WITH TXDOT ALUM. CAP

○ FOUND MONUMENT (AS INDICATED)

(XXX) RECORD INFORMATION

—P— PROPERTY LINE (OWNERSHIP DIVISION)

—+— DEED LINE (OWNERSHIP IN COMMON)

—/— DISTANCE NOT TO SCALE

—B— SH 146 ENGINEER'S BASELINE

500 PARCEL NUMBER FOR R.O.W. ACQUISITION

R.O.W. RIGHT-OF-WAY

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

U.E. UTILITY EASEMENT

ESMT. EASEMENT

O.P.R.G.C. OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS

O.P.R.R.P.G.C. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY, TEXAS

D.R.G.C. DEED RECORDS OF GALVESTON COUNTY, TEXAS

G.C.M.R. GALVESTON COUNTY MAP RECORDS

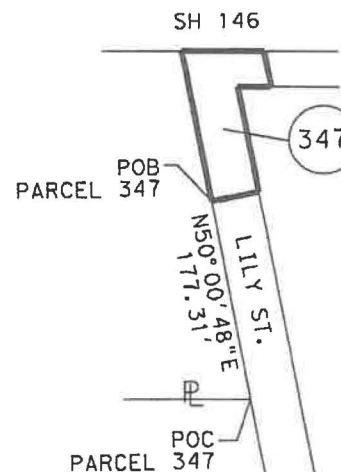
G.C.C.R. GALVESTON COUNTY COURT RECORDS

G.C.A.D. GALVESTON COUNTY APPRAISAL DISTRICT



PAGE 4 OF 5

PARCEL 347
PARENT TRACT INSET
N. T. S.



*CALCULATED

EXISTING	TAKING	REMAINING
*0.1332	0.1332 AC. 5,803 SQ.FT.	0.00 AC. RT



25211 Grogan's Mill Road, Ste. 375
The Woodlands, Texas 77380
Office: 281-681-9766
Firm No. 100159-00

PARCEL PLAT SHOWING
PARCEL 347

S.H. 146
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0389-06-092

APRIL, 2023

SCALE: N. T. S.

FILE: SH 146 P-347.dgn

PROPOSED BASELINE

596+00

S29°05'40"E

597+00

598+00

S. G. MCCLENNY SURVEY ABSTRACT 154.

Sign

SH 146
(100' R.O.W.)

EDWARD PAYNE SURVEY ABSTRACT 164

0 25 50

A

THE CLIFTON LAND
AND PRODUCTION
COMPANY SUBDIVISION
PLAT RECORD 3, MAP NO. 6
G. C. M. R.

MONUMENT TABLE

- [2] FND. 1-1/2" IRON PIPE
BEARS S50°00'34"W, 0.89'
- [6] FND. 5/8" IRON ROD
W/"TRC" CAP
BEARS S26°28'E, 0.39'

STATION & OFFSET TABLE

- [1] STA. 596+47.49 - 150.00' RT.
- [2] STA. 596+41.71 - 120.00' RT.
- [3] STA. 596+82.45 - 120.00' RT.
- [4] STA. 597+09.94 - 120.00' RT.
- [5] STA. 597+15.72 - 150.00' RT.
- [6] STA. 596+88.22 - 150.00' RT.
- [7] STA. 597+05.23 - 238.42' RT.

EXISTING SH 146 R.O.W.

EXISTING SH 146 R.O.W.

GALVESTON, LA PORTE & HOUSTON
RAILROAD COMPANY
MAY 2, 1895
VOL. 182, PG 632, D.R.G.C.

GALVESTON, LA PORTE & HOUSTON
RAILWAY COMPANY R.O.W.
JUNE 19, 1895
COURT MINUTES, BOOK 12, PG. 300, G.C.C.R.

PROPOSED
SH 146 R.O.W.

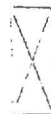
CHANNEL EASEMENT
STATE OF TEXAS
NOVEMBER 19, 1941
VOL. 637, PG 525, D.R.G.C.

FIRST ST. (UNIMPROVED)
(30' R.O.W.)
VOL. 3, PG. 6, G.C.M.R.

(CALLED 19.207 AC.)
CENTERPOINT ENERGY
HOUSTON ELECTRIC, LLC
DOC. 2002050910
O.P.R.R.P.G.C.
DESCRIBED IN DEED TO
HOUSTON LIGHTING &
POWER COMPANY
FEBRUARY 2, 1962
VOL. 1513, PG. 643
D.R.G.C.

PROPOSED
R.O.W.

PROPOSED BLOCK 1
R.O.W. 20 A
(CALCULATED 8.916 ACRES
PER G.C.A.D.)
HOWELL PETROLEUM
CORPORATION
AUGUST 27, 1996
F.N. 9638963
O.P.R.R.P.G.C.



Transmission Line Tower

Transmission Line Tower P.O.B.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N50°00'48"E	177.31'
L2	N50°00'48"E	30.55'
L3	S29°05'40"E	68.23'
L4	S50°00'48"W	30.55'
L5	N29°05'40"W	27.50'
L6	N40°03'40"W	40.00'

PARCEL 347
N=13,753,485.43
E=3,241,734.03
STA: 596+65.96
OFF: 246.03' RT

P.O.C.
PARCEL 347
FND. 5/8" IRON ROD
WITH PLASTIC CAP
"GEOSURV"

PAGE 5 OF 5



Solutions, LLC

25211 Grogan's Mill Road, Ste. 375
The Woodlands, Texas 77380
Office: 281-681-9766
Firm No. 100159-00

PARCEL PLAT SHOWING PARCEL 347

S.H. 146
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0389-06-092

APRIL, 2023

SCALE: 1"=50'

FILE: SH 146 P-347.dgn

County: Galveston

Highway: State Highway 146

RCSJ: 0389-06-092

Parcel: P00071640 (347)

Project Limits: From: Harris/ Galveston County Line To: FM 1764

AND IN ADDITION THERETO:

The property described above relates to a “whole” property acquisition, so that there is no remainder or remaining property owned by the Grantors that was originally out of or a part of the property described above. Therefore, there are no access rights retained or remaining in Grantors, their successors and assigns, out of or relating to the property described above.



**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES
WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION**

STATE OF TEXAS	§	ROW CSJ: 0389-06-092
	§	Parcel ID: P00071640 (347)
COUNTY OF GALVESTON	§	Project No.: R00003825

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and **Galveston County, Texas, a Texas political subdivision, CenterPoint Energy Houston Electric, LLC, as successor to Reliant Energy, Incorporated, and Dean Pipeline Company, LLC, a Texas limited liability company** (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of State Highway 146 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of **Zero Dollars (\$0)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents Zero percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of **THREE THOUSAND and 0/100 Dollars (\$3,000.00)**, the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
 - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
 - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to

acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.
12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.
13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
14. It is agreed the State will record this document.
15. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

(The remainder of this page is intentionally left blank)

Galveston County, Texas, a Texas political subdivision

By: [Signature]

Printed Name: Mark Henry

Title: County Judge

Date: March 17, 2025

Corporate Acknowledgment

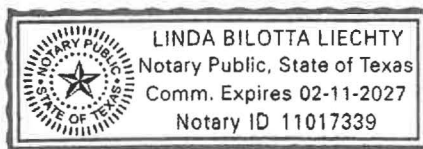
State of Texas
County of Galveston

This instrument was acknowledged before me on MARCH 17, 2025 by

Mark Henry,
of Galveston County, Texas, a Texas political subdivision. The acknowledging person personally appeared
by:

☒ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online
notarization under Texas Government Code chapter 406, subchapter C.



[Signature]
Notary Public's Signature

CenterPoint Energy Houston Electric, LLC, as successor to Reliant Energy, Incorporated

By: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me on _____, 2025 by

_____, _____
of CenterPoint Energy Houston, LLC, as successor to Reliant Energy, Incorporated, on behalf of said corporation.
The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

Notary Public's Signature

Dean Pipeline Company, LLC, a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

ate: _____

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me on _____ 2025 by

_____,
of Dean Pipeline Company, LLC, a Texas limited liability company, on behalf of said company. The
acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online
notarization under Texas Government Code chapter 406, subchapter C.

Notary Public's Signature

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Right of Way Supervisor

Date: _____