

AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO THE EASEMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, AND TEXAS EXPRESS PIPELINE LLC, RELATING TO A PIPELINE EASEMENT WITHIN LAKE HOUSTON WILDERNESS PARK; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, pursuant to Ordinance No. 2013-83, passed and adopted by City Council on January 30, 2013, the City and Texas Express LLC ("Texas Express") entered into an Easement Agreement (the "Easement Agreement") by which the City granted, bargained, sold and conveyed to Texas Express a non-exclusive thirty foot (30') wide free and unobstructed easement in order to construct, operate and maintain a 24" diameter liquid hydrocarbons pipeline, and any appurtenant facilities in, over, through, across, under, and along land owned by the City within Lake Houston Wilderness Park (the "Pipeline Easement"); and

WHEREAS, the City and Texas Express now desire to amend the Easement Agreement to increase the excavation depth within the Pipeline Easement to enable Texas Express to reach the pipeline for servicing, repair or replacement in the future; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That the City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document attached hereto as Exhibit "A" and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City. The City Secretary is hereby authorized to attest to all such signatures and to affix the City seal to all such documents.

Section 3. That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under such contract, agreement, or other undertaking without further authorization from the City Council.

Section 4. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor, however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 3rd day of June, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUN 09 2020.

Art J. Hanial
City Secretary

(Prepared by Legal Department Mary Buzal)
(MFB:mfb May 13, 2020 Senior Assistant City Attorney)
(Requested by Steve Wright, Director, Houston Parks and Recreation Department)
(L.D. File No. 0491100067002)

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: JUN 09 2020

**FIRST AMENDMENT TO THE EASEMENT AGREEMENT BETWEEN
THE CITY OF HOUSTON, TEXAS,
AND TEXAS EXPRESS PIPELINE LLC**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this "First Amendment") is between the **CITY OF HOUSTON, TEXAS**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas (the "Grantor"), and **TEXAS EXPRESS PIPELINE LLC**, a Delaware limited liability company (the "Grantee").

RECITALS

1. Grantor and Grantee have entered into that certain Easement Agreement effective February 6, 2013, pursuant to Ordinance No. 2013-83 passed and adopted by City Council of the City of Houston on January 30, 2013 (the "Easement Agreement"), by which Grantor has granted, bargained, sold and conveyed to Grantee a non-exclusive thirty foot (30') wide free and unobstructed easement in order to construct, operate and maintain one (1) pipeline, not to exceed twenty-four inches (24") in nominal pipe diameter, and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor, as more particularly described in and depicted on **Exhibit "A"** attached hereto ("the Pipeline Easement").

2. The Easement Agreement is recorded in the Official Public Records of Real Property of Harris County, Texas, under File No. 20130106293, and in the Official Public Records of Real Property of Montgomery Texas, under File No. 2013022433, and is incorporated herein for all purposes (the Easement Agreement, together with this First Amendment, herein this "Agreement").

3. Section 24 of the Easement Agreement provides that the Easement Agreement shall not be modified or amended except by written instrument executed by each party thereto.

4. Section 13 of the Easement Agreement provides that Grantee may excavate up to 2.5 meters (8 feet) within the Pipeline Easement to reach pipelines for servicing, repair or replacement in the future.

5. Through this First Amendment, the Grantor and Grantee desire to amend the Easement Agreement increasing the excavation depth within the Pipeline Easement to 5 meters (15 feet) to enable Grantee to reach pipelines for servicing, repair or replacement in the future.

AGREEMENT

NOW, THEREFORE, in recognition of the foregoing and in consideration of the mutual covenants and undertakings hereunder, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee hereby agree as follows:

1. The recitals set forth above are true and correct and form the basis upon which Grantor and Grantee have entered into this First Amendment, and are hereby incorporated for all purposes.

2. Section 13 of the Easement Agreement is hereby deleted in its entirety and replaced with the following:

13. Grantee agrees that it will not excavate more than 5 meters (15 feet) to reach pipelines for servicing, repair or replacement in the future. In the event of pipeline failure, Grantee may sleeve or otherwise effect repairs by methods that do not require excavation to a depth of greater than 5 meters. Grantor and Grantee shall execute a Surface Use Agreement in a form similar to that executed as of the date hereof upon any future replacement of the Pipeline. In the event of emergency repairs or replacement involving excavation, a Surface Use Agreement and/or easement will be issued as soon after-the-fact as is practical.

3. Grantee shall file this First Amendment for recordation in the Official Public Records of Real Property of Harris County, Texas and in the Official Public Records of Real Property of Montgomery County, Texas. This First Amendment and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

4. All capitalized terms in this First Amendment that are not otherwise defined herein shall have the meanings assigned to those terms in the Easement Agreement.

5. To the extent there exists a conflict between the terms of the Easement Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

6. Except as modified by the changes set forth in this First Amendment, all other terms, conditions, and provisions of the Easement Agreement shall remain unchanged and in full force and effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Grantor and Grantee have executed this First Amendment in multiple counterparts, by and through their authorized representatives, to become effective and binding upon the _____ of _____, 2020.

GRANTOR:

CITY OF HOUSTON

By: _____
Sylvester Turner
Mayor

ATTEST:

Pat Jefferson-Daniel
Interim City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2020, by Sylvester Turner, Mayor of **THE CITY OF HOUSTON, TEXAS**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas, on behalf of said municipal corporation.

Notary Public, State of Texas

(Notary Seal)

APPROVED AS TO FORM:

Mary Frances Buzak
Senior Assistant City Attorney
L.D. No. 0491100067002

ACCEPTED AND AGREED:

GRANTEE:

TEXAS EXPRESS PIPELINE LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, the _____ of Texas Express Pipeline LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(Notary Seal)

Exhibit "A"
TX-MQ-0471.00000
MONTGOMERY COUNTY, TEXAS
TX-HR-0001.00000
HARRIS COUNTY, TEXAS
TEXAS EXPRESS PIPELINE LLC
SEGMENT 4

Thirty foot (30') Pipeline Easement
Across A Called 1725.37 Acre Tract (Tract #3) And A Called 968.82 Acre Tract (Tract #4)
CITY OF HOUSTON

Located in S.J. Rickhow Survey A-439, Montgomery County, Texas and Survey A-1723, Harris County, Texas, H.B. Littlefield Survey A-778, Montgomery County, Texas and Survey A-511, Harris County, Texas

LEGAL DESCRIPTION:

A centerline description of a Thirty foot (30') wide pipeline easement being situated in S.J. Rickhow Survey A-439, Montgomery County, Texas and Survey A-1723, Harris County, Texas, H.B. Littlefield Survey A-778, Montgomery County, Texas and Survey A-511, Harris County, Texas, across a called 1725.37 acre tract (Tract #3) and a called 968.82 acre tract (Tract #4), as described in a deed to CITY OF HOUSTON, recorded in File No. 2006-099686, Official Public Records of Montgomery County, Texas. The sideline boundaries of said Thirty foot (30') wide pipeline easement are located 15 feet to the right and 15 feet to the left of the below described centerline survey. Said sideline boundaries are located parallel with and adjacent to said centerline survey and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline survey of the herein described Thirty foot (30') wide pipeline easement being more fully described as follows:

BEGINNING at a calculated point in the approximate centerline of Caney Creek and in the west line of said Tract #3 and in the east line of that certain tract of land referred to as a called 897.6479 acres, as described in a deed to Prabhakar R. Guniganti, recorded in File No. 9665745, Official Public Records of Montgomery County, Texas, said calculated point bears South 14° 47' 58" West a distance of 11867.83' from a found brass cap in concrete, being an interior ell corner in the north line of that certain 1335.4399 acre tract of land referred to as Tract #1 in said deed to CITY OF HOUSTON, and being the "POINT OF BEGINNING" (P.O.B.),

THENCE, South 69° 01' 00" East a distance of 1168.07' to a calculated point;

THENCE, North 66° 38' 11" East a distance of 208.84' to a calculated point;

THENCE, South 68° 36' 11" East a distance of 1126.96' to a calculated point;

THENCE, South 60° 49' 20" East a distance of 71.14' to a calculated point;

THENCE, South 68° 16' 23" East a distance of 4363.63' to a calculated point;

THENCE, North 46° 14' 03" East a distance of 2572.02' to a calculated point;

THENCE, North 86° 06' 30" East a distance of 2306.50' to a calculated point in the east line of said Tract #3 and in the west high bank of the East San Jacinto River, said calculated point bears South 07° 31' 55" East a distance of 12144.06' from a found brass cap in concrete, being the most northerly northeast corner of said Tract #1 and being the "POINT OF TERMINATION" (P.O.T.).

The total centerline length of said Thirty foot (30') wide pipeline easement is 11,817.16 feet, more or less. The total area of said easement contains approximately ±8.139 acres of Total Pipeline Easement, approximately ±1.493 acres of Total Temporary Easement, and approximately ±5.944 acres of Total Extra Temporary Workspace.

The above-described pipeline easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. TX-HR-0001.00000.DWG) dated 05/01/2012, revised 12/11/2012, Titled "TEXAS EXPRESS PIPELINE LLC 30' WIDE PIPELINE EASEMENT ACROSS THE CITY OF HOUSTON TRACT LOCATED IN S.J. RICKHOW SURVEY A-439 MONTGOMERY CO., & A-1723 HARRIS CO., H.B. LITTLEFIELD SURVEY A-778 MONTGOMERY CO., & A-511, HARRIS CO. MONTGOMERY COUNTY, TEXAS & HARRIS COUNTY, TEXAS" and is attached hereto as Exhibit "B".

NOTES:

Bearings and distances indicated herein are grid derived and based on an on-the-ground survey dated 04/17/2012 and are referenced to the Universal Transverse Mercator (UTM) Coordinate System, Zone 14-North US Survey Foot; as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the records of Harris County, Texas and Montgomery County, Texas and was furnished by SunCoast Land Services, Inc.

MORRIS P. HEBERT, INC.

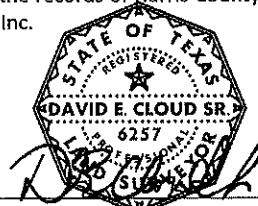
283 CORPORATE DRIVE

P. O. BOX 3106

HOUMA, LOUISIANA 70360

(985) 879 - 2731: voice

APPROVED: DECEMBER 11, 2012



DAVID E. CLOUD, SR., TX. LICENSE NO. 6257

