



Mayor
Merle Aaron
City Manager
Darrell Boeske
City Secretary
Jason Stuebe

Council Members
Allan Steagall
Ray Calfee
Andy Curry
Norman Funderburk
David Pierce

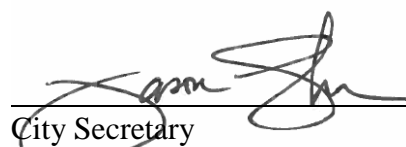
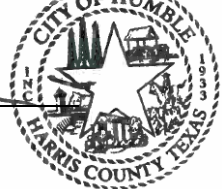
Agenda
Humble City Council
Special Meeting
Tuesday, September 29, 2015 9:00 A.M.
City Hall Council Chamber, 114 West Higgins
Humble, Texas

Call to order.

1. Invocation and Pledge of Allegiance.
2. Public Hearing for consideration of the adoption the Fiscal Year 2016 Tax Year Proposed Property Tax Rate for the City of Humble, Texas. A tax rate of \$0.20 per \$100 valuation has been proposed by the governing body of the City of Humble, Texas. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate. All citizens are urged to attend and express their views at the public hearing on the proposed tax rate.
3. Acceptance of a 20' Water Line Easement from Intercontinental Municipal Utility District of Harris County.

Notice is hereby given that a Public Hearing of the City Council of the City of Humble, Texas will be held on Tuesday, September 29, 2015 at 9:00 A.M. at the City Hall Council Chamber, 114 West Higgins, Humble, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 21st day of September, 2015 at 10:00 A.M.


City Secretary 

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and

correct copy of said notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas and the City's website, www.cityofhumble.com. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 21, 2015 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the Humble City Hall on the following date and time: _____ by _____

Subscribed and sworn to before me on this the _____, day of _____, 2015.

Notary Public – Harris County, Texas

ASSIGNMENT OF EASEMENT
(Water Line – 0.4177 acre)

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

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

INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY ("Assignor"), whose address is 1300 Post Oak Boulevard, Suite 1400, Houston, Harris County, Texas 77056, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59, Texas Constitution, for and in consideration of the sum of Ten & No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF HUMBLE, TEXAS ("Assignee"), whose address is 114 West Higgins, Humble, Texas 77338, a municipal corporation, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the matters set forth below, has GRANTED AND ASSIGNED, and by these presents does GRANT AND ASSIGN, unto Assignee such rights, title, privileges, interests, and obligations in, to and under that certain 20' Water Line Easement dated June 18, 2015, recorded under Harris Clerk's File No. 20150269886, official Public Records of Real Property, Harris County, Texas (the "Easement"), for the purpose of, and to the limited extent necessary for, constructing, maintaining, operating, repairing, altering, inspecting and reconstructing a water line and related appurtenances and facilities (the "Facilities"), in, over, under, across, and through the tract or parcel of land described in Exhibit "A" attached to the Easement (the "Easement Tract").

By its signature below, Assignee accepts all of the terms of the Easement applicable with respect to the rights, title, privileges, interests, and obligations granted and conveyed herein.

Assignor hereby binds itself, its successors and assigns, to warrant and forever defend the subject interests unto the Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all of the terms, conditions, provisions and limitations set forth and provided in the Easement. Assignor further gives and grants unto Assignee full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the subject interests.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

EXECUTED this ____ day of _____, 2015.

INTERCONTINENTAL MUNICIPAL
UTILITY DISTRICT OF HARRIS
COUNTY

By: _____
Richard Fletcher
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2015, by Richard Fletcher, President of the Board of Directors of Intercontinental Municipal Utility District of Harris County, on behalf of said district.

Notary Public in and for
the State of T E X A S

(SEAL)

ACCEPTED this ____ day of _____, 2015.

CITY OF HUMBLE, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

(CITY SEAL)

20' WATER LINE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT HEADWAY ESTATES, LTD, a Texas limited partnership ("Grantor"), whose address is 1616 Voss Road, Suite 618, Houston, Harris County, Texas 77057, for and in consideration of the sum of Ten & No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by INTERCONTINENTAL MUNICIPAL UTILITY DISTRICT OF HARRIS COUNTY ("Grantee"), whose address is 1300 Post Oak Blvd., Suite 1400, Houston, Texas 77056, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59, Texas Constitution, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the matters set forth below, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee a non-exclusive right-of-way (the "Easement") for the purpose of constructing, maintaining, operating, repairing, altering, inspecting and reconstructing a water line and related equipment and appurtenances (the "Facilities"), subject to the terms and provisions hereinafter set forth, in, over, under, across, and through that certain tract or parcel of land containing 0.4177 acre, which 0.4177 acre is out of and part of the Wherry B. Adams Survey, Abstract No. 95, Harris County, Texas, and said 0.4177 acre being more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein by this reference for all purposes (the "Easement Tract").

1EE

Prior to the initial construction of the Facilities, Grantee shall have the right to go over and across the lands of Grantor that are adjacent to the Easement Tract for purposes of performing surveys and other such necessary pre-construction work; provided, however, that no excavation work, earth moving work, or other such work shall be undertaken by Grantee on any lands of Grantor other than the Easement Tract, except as hereinafter provided. During the initial construction of the Facilities only, Grantee shall have the temporary right to use a work area not to exceed ten feet (10') in width located parallel and adjacent to the boundaries of the Easement Tract. After the initial construction of the Facilities, Grantee, from time to time, shall have a right of ingress and egress over, along and across the Easement Tract for purposes of operating, repairing, maintaining, altering, reconstructing and/or inspecting (within the Easement Tract) the Facilities and all associated equipment and appurtenances thereto. Except as otherwise specifically set forth in this paragraph, Grantee shall have no right to go or travel upon, over or across any lands of Grantor except for the Easement Tract. Nothing contained herein shall grant or be construed as granting to Grantee the right to use the Easement Tract for any purpose other than for the purposes herein specified or to change the dimensions or location of the Easement Tract.

It is expressly provided that Grantor reserves unto itself, its successors and assigns, all other rights in and to the Easement Tract which do not unreasonably interfere with or prevent the

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use of the Easement herein granted and conveyed to Grantee. Although the Easement herein conveyed is an underground easement, it is expressly agreed and provided that Grantee shall have the right to make reasonable use of the surface of the Easement Tract for placement of surface mounted facilities appurtenant to Grantee's underground Facilities, and while constructing, reconstructing, inspecting, maintaining, repairing, altering, and/or operating the underground Facilities to be installed within this Easement. It is additionally provided, however, that any surface Facilities will be placed so as to minimize interference with the use of the surface of the Easement Tract by Grantor, its successors and assigns.

The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, through, and under the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, and its successors, substitutes and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all of the terms, conditions, provisions and limitations hereinabove set forth and provided.

Grantee, acting herein by and through the President of its Board of Directors, pursuant to the authority granted at a meeting duly and lawfully called and convened, joins in the execution hereof for purposes of evidencing its acceptance of this Easement and its agreement on behalf of itself, its successors and assigns, with all of the terms, conditions, and covenants herein set out.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

EXECUTED this 17th day of JUNE, 2015.

HEADWAY ESTATES, LTD., a Texas limited partnership

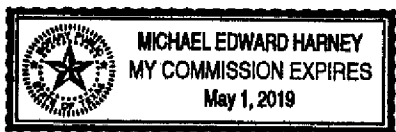
2OR

By: AMVEST CORPORATION, a Texas Corporation, its General Partner

By: [Signature]
Clinton F. Wong
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 17th day of JUNE, 2015, by Clinton F. Wong, President of Amvest Corporation, a Texas Corporation and the General Partner of Headway Estates, Ltd., a Texas limited partnership, on behalf of said entities.



(SEAL)

[Signature]
Notary Public in and for the
State of TEXAS

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ACCEPTED this 19 day of June, 2015.

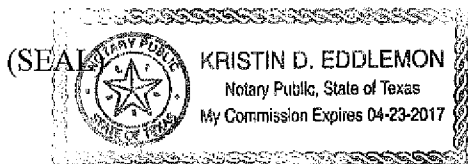
INTERCONTINENTAL MUNICIPAL
UTILITY DISTRICT OF HARRIS
COUNTY

By: Richard Fletcher
Richard Fletcher
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 18 day of June, 2015, by Richard Fletcher, President of the Board of Directors of Intercontinental Municipal Utility District of Harris County, on behalf of said district.

[Signature]
Notary Public in and for
the State of TEXAS



379863

ER 070-71-0293

Exhibit A

Exhibit ____, Page 1 of 3 Pages

County: Harris
Project: Townsen Costco
M.S.G. No.: 151168
Job Number: 2947-EXH

FIELD NOTES FOR 0.4177 ACRE PROPOSED 20' WATER LINE EASEMENT

Being a tract of land containing 0.4177 acre (18,193 square feet) located in the Wherry B. Adams Survey, Abstract Number (No.) 95, Harris County, Texas; said 0.4177 acre tract being a portion of a called 31.129 acre tract (Tract VII "A") recorded in the name of Headway Estates, Ltd. in Harris County Clerk's File (H.C.C.F.) No. 20140041779; said 0.4177 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983, South Central Zone, per GPS observations);

Commencing at a 5/8-inch iron rod found at the southeast corner of said 31.129 acre tract, being on the west line of a 40 feet wide Drainage Easement recorded in the name of State of Texas in H.C.C.F. No. G609358 and being on the northerly Right-Of-Way (R.O.W.) line of Townsen Boulevard (width varies per H.C.C.F. No. U848215);

Thence, with the northerly R.O.W. lines of said Townsen Boulevard and the southerly lines of said 31.129 acre tract, the following three (3) courses:

1. 867.91 feet along the arc of a curve to the right, having a radius of 1,930.00 feet, a central angle of 25 degrees 45 minutes 56 seconds, and a chord that bears North 57 degrees 24 minutes 53 seconds West, a distance of 860.61 feet to a 5/8-inch iron rod found at a point of tangency;
2. North 44 degrees 30 minutes 42 seconds West, a distance of 107.17 feet to a 5/8-inch iron rod with a cap found at the southeast corner and **Point of Beginning** of the herein described tract;
3. North 44 degrees 30 minutes 42 seconds West, a distance of 22.31 feet to an angle point at the southeast corner of a called 297.051 acre (Tract I) tract recorded in the name of Hannover Estates, Ltd. in H.C.C.F. No. 20120539342, for the southwest corner of said 31.129 acre tract and the herein described tract;

Thence, with the east line of said 297.051 acre tract and the west line of said 31.129 acre tract, North 19 degrees 11 minutes 16 seconds East, a distance of 904.71 feet to an angle point at the northwest corner of the herein described tract;

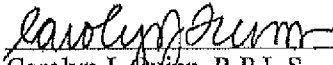
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Thence, through and across said 31.129 acre tract, the following two (2) courses:

1. South 70 degrees 47 minutes 37 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod with a cap found at the northeast corner of the herein described tract;
2. South 19 degrees 11 minutes 16 seconds West, a distance of 914.59 feet to the Point of Beginning and containing 0.4177 acres (18,193 square feet).

An Exhibit of the subject tract has been prepared by Miller Survey Group and accompanies this description.

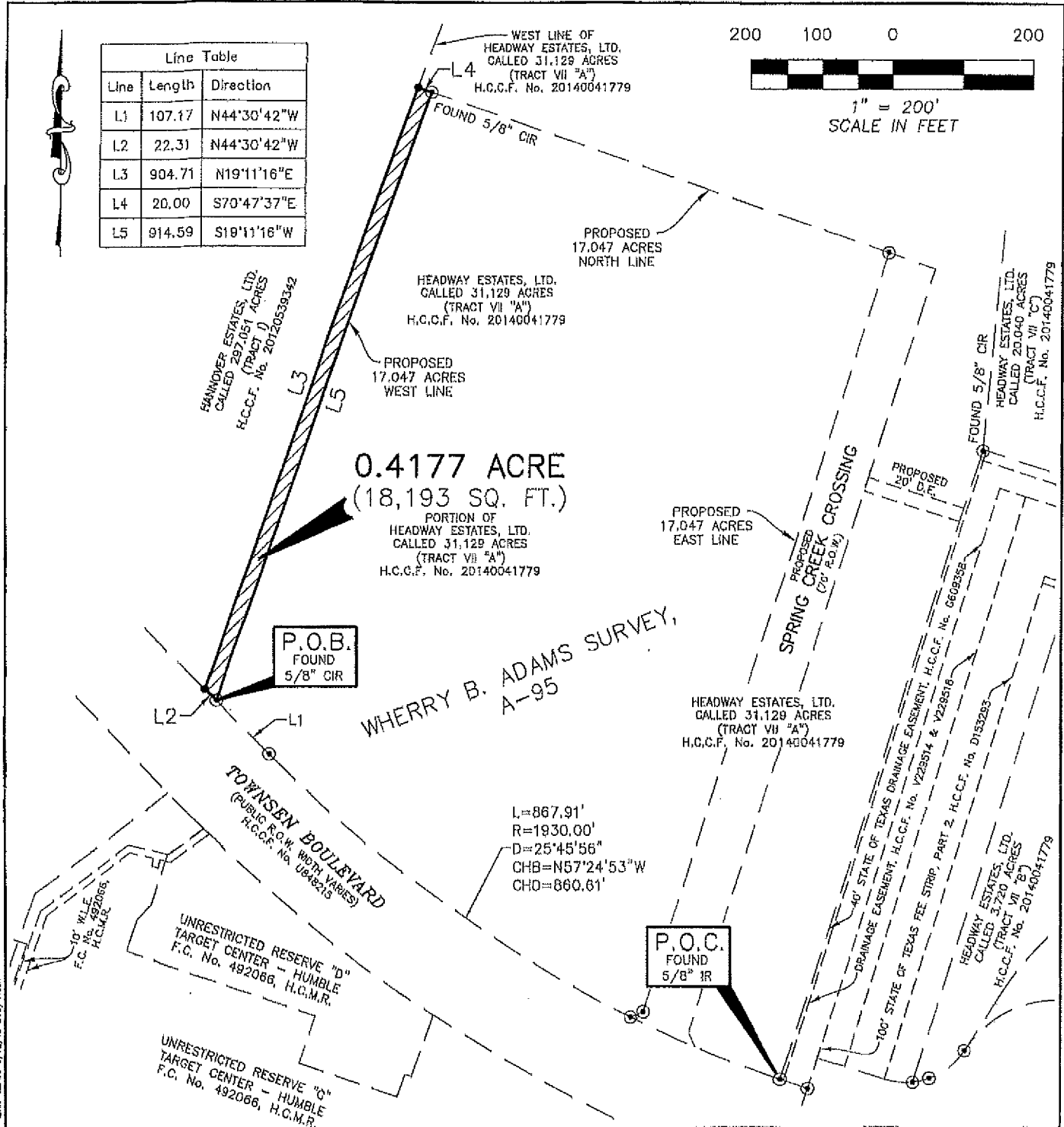
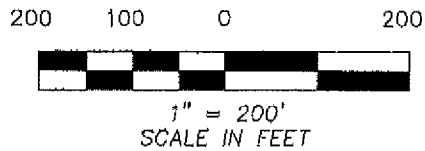

Carolyn J. Quinn, R.P.L.S.
Texas Registration Number 6033



Miller Survey Group
Texas Firm Registration No. 10047100
www.millersurvey.com
Phone: (713) 413-1900
Job No. 2319-EXH
M&B No. 151168
Date: June 11, 2015

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Line Table		
Line	Length	Direction
L1	107.17	N44°30'42"W
L2	22.31	N44°30'42"W
L3	904.71	N19°11'16"E
L4	20.00	S70°47'37"E
L5	914.59	S19°11'18"W



0.4177 ACRE
(18,193 SQ. FT.)

WHERRY B. ADAMS SURVEY,
A-95

P.O.B.
FOUND
5/8" CIR

P.O.C.
FOUND
5/8" IR

L=867.91'
R=1930.00'
D=25°45'56"
CHB=N57°24'53"W
CHD=860.61'

LEGEND

- H.C.C.F. = HARRIS COUNTY CLERK'S FILE
- H.C.M.R. = HARRIS COUNTY MAP RECORDS
- F.C. = FILM CODE
- No. = NUMBER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT-OF-WAY
- SQ. FT. = SQUARE FEET
- PG. = PAGE
- VOL. = VOLUME
- IR = IRON ROD
- CIR = CAPPED IRON ROD
- = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- = ANGLE POINT

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

EXHIBIT

BEING A 0.4177 ACRE TRACT LOCATED IN
THE WHERRY B. ADAMS SURVEY, A-95
HARRIS COUNTY, TEXAS

MILLER
SURVEY GROUP

www.millersurvey.com
1760 WEST SAN HOUSTON PARKWAY NORTH • HOUSTON, TEXAS 77063
PHONE 713-413-1900 • FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 15247100

JOB No.: 2947	SCALE: 1" = 200'	DATE: 08/11/2015	FIELD BOOK: N/A
DWG. No.: 2947-EXH-1	DRAWN BY: BJJ	CHK. BY: CJQ	M&B No.: 151188

ER 070-71-0296

38 VA JOB FOLDER 12947-TOWNSEN LANDING CUSTOMER ORDER 2947-EXH-1 DWG 5/12/15 BJJ/bjs

20150269886
Pages 8
06/22/2015 01:51 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

ER 070-71-0297