

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

WATER LINE EASEMENT
(915 Square Foot Tract)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL BY THESE PRESENTS:

THAT, **FORT BEND COUNTY**, a a body politic organized and existing under the laws of the State of Texas (herein referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**, a body politic organized and existing under the laws of the State of Texas, whose principal address is c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP, 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056 (herein referred to as "Grantee" or the "District"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a perpetual, non-exclusive easement and right to construct, reconstruct, operate and maintain a water line and all necessary appurtenances thereto (the "Facilities") in, on, under, over and across the Tract of land owned by Grantor described and depicted in Exhibit "A" attached hereto and made a part hereof (the "Easement Tract").

The easement hereby granted shall be used only for the purposes of constructing, repairing, maintaining, re-constructing and operating the Facilities. Subject to the further provisions hereof, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract as may be necessary to construct, repair, maintain, re-construct and operate the Facilities. Grantee, without notice to or consent of Grantor, may assign this easement to a municipality or other entity.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted herein.

It is expressly understood and agreed by and between the parties that this easement shall be subject to and governed by the following provisions:

(1) The easement, rights and privileges herein granted are non-exclusive and Grantor reserves and retains the right to use the Easement Tract for all purposes which do not unreasonably interfere with the rights hereby granted.

(2) The easement, rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the easement for the purposes intended. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

(3) The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging to Grantee, its successors and assigns forever, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor hereby binds itself and Grantor's successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof by, through, and under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 2018.

"GRANTOR"

FORT BEND COUNTY,
a political subdivision of the State of Texas

By: _____
Robert E. Hebert, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on ____ day of _____, 2018, by Robert E. Hebert, acting in his capacity as County Judge, on behalf of Fort Bend County, a political subdivision of the State of Texas.

(SEAL)

Notary Public in and for
the State of Texas

“GRANTEE”

**FORT BEND COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1**

By: _____

Name: Paul Hamilton

Title: President, Board of Supervisors

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

This instrument was acknowledged before me on this ____ day of _____, 2018,
by Paul Hamilton, President of the Board of Supervisors of FORT BEND COUNTY FRESHWATER
SUPPLY DISTRICT NO. 1, a political subdivision of the state of Texas, on behalf of said political
subdivision.

(SEAL)

Notary Public in and for
the State of Texas



Proposed FBC-FWSD Water Plant No.2
Metes and Bounds – 5' Waterline Easement

November 20, 2018

Description of a 915 Square feet tract of land, situated in the M. Escalera Survey, Abstract 170, Fort Bend County, Texas, and being out of a called 5.5610 acre tract described in General Warranty Deed to Fort Bend County, recorded under Fort Bend County Clerk's File Number 2015106878, Official Public Records of Fort Bend County, Texas, and being more particularly described by metes and bounds as follows:

Note: The bearings in this survey are based on the Texas State Plane Coordinate System, NAD 83, South Central Zone and were determined from GPS observations made with Leica equipment and the Leica Smartnet.

BEGINNING at a 5/8 Inch Iron rod found for the northeast corner of the called 2.255 acre tract described in Special Warranty Deed to Fort Bend County Freshwater Supply District No. 1 recorded under Fort Bend County Clerk's File Number 2018025191, the northern most corner of the residue of the said called 5.5610 acre tract, and also in the southwest right-of-way of Renfrow-Burford Road (60 feet wide right-of-way) having Grid coordinates N = 13,755,980.88, E = 3,096,847.45;

THENCE South 64 Degrees 35 Minutes 47 Seconds East, with the south right of way line of said Renfrow-Burford Road and the north line of said called 5.5610 acre tract, a distance of 183.08 feet to a point for the Northeast corner of the herein described tract and the northeast corner of said called 5.5610 acre tract;

THENCE South 01 Degrees 41 Minutes 51 Seconds East, with the east line of said called 5.5610 acre tract and the west line of Doreen Avenue (60 feet wide, undeveloped), a distance of 5.61 feet to a point for the Southeast corner of the herein described tract;

THENCE North 64 Degrees 35 Minutes 47 Seconds West, a distance of 183.07 feet, to a point for the Southwest corner of the herein described tract and in the east line of said called 2.255 acre tract;



ArborLeaf

Arborleaf Engineering & Surveying, Inc.
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Tomball, TX 77375
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THENCE North 01 Degrees 38 Minutes 55 Seconds West with the east line of said called 2.255 acre tract, a distance of 5.61 feet to the POINT OF BEGINNING, containing 915 square feet (0.021 acres) of land, more or less.

Note: This description is submitted in conjunction with an Exhibit Map of same date.

Prepared by:

11/20/2018

Date:

George Totten, RPLS #4605
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