

WATER LINE EASEMENT

(0.1614 Acres)

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

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

THAT **FORT BEND COUNTY, TEXAS**, a political subdivision of the state of Texas (hereinafter called "Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash to Grantor in hand paid by **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 218**, a governmental entity and a political subdivision of the State of Texas (hereinafter called "Grantee"), whose address is c/o Coats | Rose, P.C. 9 Greenway Plaza, Suite 1000, Houston, Texas 77046, the receipt and sufficiency of which are hereby acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto said Grantee, its successor and assigns, a non-exclusive easement over the 0.1614-acre tract of land owned by Grantor which is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Easement Tract").

The easement herein granted shall be used solely for the purposes of placing, constructing, operating, clearing, repairing, maintaining, rebuilding, replacing, and relocating water lines and related facilities and appurtenances (the "Facilities").

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) Grantee, its successors, and assigns, shall have all rights and privileges of ingress and egress in, to, through, on, over, across, under, or above Grantors' Property for any and all purposes that are reasonably necessary and/or incident to the exercise by Grantee of its rights granted herein.

- (2) Prior to the initial construction of the Facilities, Grantee shall have the right to go over and across Grantor's Property for the 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.

- (3) 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.
- (4) Except as otherwise specifically set forth herein, Grantee shall have no right to go or travel upon, over or across Grantor's Property 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.
- (5) The Easement Tract shall be kept free and clear of any obstruction(s) and no improvements, other than those necessary for the construction of the Facilities shall be constructed, placed, or installed in, on, over, or across the Easement Tract without the prior written approval of the Fort Bend County Engineer. Any unauthorized improvements that are constructed, placed, or installed in, over, on, or across the Easement Tract may be subject to removal at Grantee's sole cost and expense.
- (6) Grantor, for itself, and its successors, and assigns, expressly reserves all other rights in and to the Easement Tract which do not unreasonably interfere with or prevent Grantee's use of the Easement herein granted and conveyed. Although the Easement 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.
- (7) The easement, rights, and privileges granted herein are non-exclusive and the Grantor reserves and retains the right to use the Easement Tract for all purposes which do not unreasonably interfere with the rights hereby granted.
- (8) 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.

(9) During or immediately after any work on the Easement Tract pursuant to the rights granted hereby, the party performing such activities, at its sole cost and expense, shall take reasonable measures to restore the grounds, surfacing materials, and other facilities of the owner of the Easement Tract to the condition which existed prior to such operations.

(10) 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 the said Grantee, its successors, and assigns forever, subject to the limitations, conditions, and restrictions set forth hereinabove.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
20__.

GRANTOR:

FORT BEND COUNTY, TEXAS,

a political subdivision of the state of Texas

By: _____

KP George, County Judge

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this ____ day of _____, 2024,
by KP George, County Judge of Fort Bend County, Texas, a political subdivision of the state of
Texas, on behalf of said entity.

Notary Public in and for
the State of Texas

(SEAL)

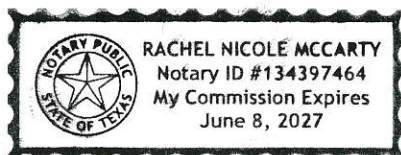
ACCEPTED this 8th day of April, 2024

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 218

By: Janie L. Collier
Name: Janie Collier
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this 8th day of April, 2024, by Janie Collier, President of Fort Bend County Municipal Utility District No. 218, on behalf of said District.



(SEAL)

Rachel McCarty
Notary Public in and for
the State of Texas

After recording, return to:
Hicham Chiali
Coats | Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

EXHIBIT "A"

BOWMAN

TBPELS FIRM NUMBER 10194283

1445 N. LOOP WEST, SUITE 450

HOUSTON, TEXAS 77008

**METES AND BOUNDS DESCRIPTION
10 FOOT WIDE WATER LINE EASEMENT
0.1614 ACRE (7,032 SQUARE FEET)
W. LUSK SURVEY, ABSTRACT NUMBER 276
FORT BEND COUNTY, TEXAS**

Being a 10 foot water line easement containing 0.1614 acre (7,032 square feet) situated in the W. Lusk Survey, Abstract Number 276, Fort Bend County, Texas, being out of and a part of a called 31.5839 acre tract, as described by Final Judgement to Fort Bend County, Texas, under Fort Bend County Clerk's File Number 2022143344, said 10 foot wide water line easement being more particularly described by metes and bounds as follows (bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83);

BEGINNING at a 5/8-inch iron rod with cap stamped "Pape Dawson" found at the north corner of Cotton Maple Drive (60 feet wide) on the southwest line of said called 31.5839 acre tract, marking the southeast corner of Restricted Reserve "B" of Sunset Crossing Section Five, a subdivision described at Plat Number 20210035 in the Fort Bend County Deed Records;

THENCE North 67°37'39" West, with the northeasterly line of said Restricted Reserve "B" and southwesterly line of said called 32.626 acre tract, a distance of 688.23 feet to a point for the south corner of a called 23.425 acre tract described to Aminabad Investments Group, LLC under Fort Bend County Clerk's File Number 2017020266, and the west corner of said called 31.5839 acre tract and west corner of the herein described easement, from which a 1/2-inch iron pipe bears North 22°24" East, 1.3';

THENCE North 22°22'21" East, with the southeast line of said called 23.425 acre tract and the northwest line of said called 32.626 acre tract, a distance of 10.00 feet to a point for the north corner of the herein described easement;

THENCE South 67°37'39" East, over and across said called 32.626 acre tract, a distance of 703.23 feet to a point for the east corner of the herein described easement;

THENCE South 22°22'21" West, continuing over and across said called 31.5839 acre tract, a distance of 10.00 feet to a point in the northeast line of said Cotton Maple Drive for the south corner of the herein described tract;

THENCE North 67°37'39" West, with the northeast line of said Cotton Maple Drive for, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.1614 acres (7,032 square feet) of land. This description is based on a on an exhibit prepared by Bowman, dated October 5, 2023, Project Number 250306-01-001.

Compiled by: Isaac Wehmanen
Checked by: Mark Joseph Piriano, RPLS
Bowman
1445 North Loop West, Suite 450
Houston, Texas 77008
250306-01-001 10FT WLE MB.docx

