

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

This Easement shall be governed by the following:

- 07/13/2021 Original (e) sent to Britten Harris, Engineering dept.

the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation, substitution or removal thereof. Promptly after any work on the Utility Easement Tract pursuant to the rights granted hereby, GRANTOR, at its sole cost and expense, shall take all reasonable measures to restore the grounds, including any existing landscaping and fences on the Utility Easement Tract, to substantially the conditions which existed prior to such operations, except for surface appurtenances to the Utility Facilities deemed necessary by GRANTEE to be located within the Utility Easement;

5. GRANTEE shall have such other rights and benefits necessary, convenient or appropriate for the full enjoyment or use of the Utility Easement, including, without limitation: (i) the free and reasonable right of ingress and egress over, across, to and from the Utility Easement Tract and over and across lands owned by GRANTOR which are contiguous to the Utility Easement; and (2) the right to abandon-in-place any and all water supply, service and/or distribution lines and associated appurtenances, such that GRANTEE shall have no obligation or liability to GRANTOR or its successors or assigns to move or remove any such abandoned lines or appurtenances;

6. In the event Fort Bend County or the State of Texas widens or relocates any public road so as to require the relocation of the Utility Facilities as installed by GRANTEE, GRANTOR agrees that it will pay all costs associated with the relocation of the Utility Facilities and further grants to GRANTEE an additional easement over and across GRANTOR'S land for the purpose of laterally relocating the Utility Facilities as may be necessary to clear the road improvements. In the event GRANTOR'S use of the Utility Easement Tract requires the relocation of the Utility Facilities, GRANTOR further agrees that it will pay all costs associated with the relocation of the Utility Facilities. These agreements, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns.

7. GRANTEE agrees to maintain the Utility Easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to GRANTOR'S premises; and

8. GRANTOR covenants that it has legal title to the above-described lands and that said lands are free and clear of all encumbrances except those filed of record in the Real Property Records of Fort Bend County, Texas, and the easement granted herein is expressly made subject to any and all easements, restrictions, reservations, conditions or other matters of record.

**TO HAVE AND TO HOLD** the above-described easement, together with all and singular the rights and appurtenances thereto in any wise belonging, unto GRANTEE and its successors and assigns forever.

[Execution Pages Follow]

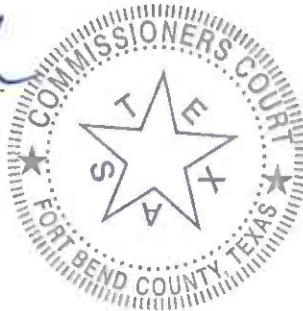
IN WITNESS WHEREFORE, GRANTOR has executed this Utility (Water Line) Easement as of the 6 day of July, 2021.

FORT BEND COUNTY, TEXAS

By: KP George  
Name: KP George  
Title: County Judge

ATTEST:

By: Laura Richard  
Name: Laura Richard  
Title: County Clerk



APPROVED AS TO FORM:

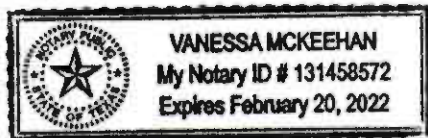
By: Marcus R. Spencer  
Name: Marcus R. Spencer  
Title: Assistant County Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 13 day of July, 2021, by KP George, County Judge, and Laura Richard, County Clerk, respectively, of Fort Bend County, Texas, on behalf of said entity and for the purposes and consideration therein expressed.

(NOTARY SEAL)

Vanessa McKeehan  
Notary Public in and for the State of Texas



**AFTER RECORDING, PLEASE RETURN TO:** Fort Bend County Municipal Utility District No. 25, of Fort Bend County, Texas, c/o Sechrist Duckers LLP, 6300 West Loop South, Suite 415, Bellaire, Texas 77401.

**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION**  
**832 SQUARE FOOT PARCEL**  
**OUT OF CALLED 1.043 ACRE TRACT**  
**JESSE H. CARTWRIGHT LEAGUE, A-16**  
**FORT BEND COUNTY, TEXAS**

Being a tract or parcel of land containing 832 square feet, more less, situated in the Jesse H. Cartwright League, Abstract No. 16, in Fort Bend County, Texas, said 832 square foot parcel being out of that certain tract called 1.043 acres conveyed to Fort Bend County Municipal Utility District No. 25, by special warranty deed dated September 5, 2002, recorded in Fort Bend County Clerk's File No. 2007093641 of the Official Public Records of Fort Bend County, Texas, said 832 square foot parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

**COMMENCING** (N=13,788,126.31, E=3,023,052.77) at corner fence post found for a southeasterly corner of said 1.043 acre tract, in the west line of that certain Water Plant Site No. 3, called 1.315 acres, also described in Fort Bend County Clerk's File No. 2007093641;

THENCE North 68°28'40" West (called N68°28'45"W) along the southwesterly line of said 1.043 acre tract, a distance of 613.47 feet to a 5/8-inch capped iron rod set on the proposed southerly right-of-way line of John Sharp Drive;

THENCE North 45°12'57" East along the proposed southerly right-of-way line of John Sharp Drive, a distance of 15.66 feet to the **POINT OF BEGINNING** (N=13,788,362.40, E=3,022,493.19) and most southerly southwest corner of the herein described 832 square foot parcel;

THENCE North 46°00'31" West, crossing said 1.043 acre tract, a distance of 12.07 feet to an angle point;

THENCE South 88°59'29" West, crossing said 1.043 acre tract, a distance of 13.84 feet to an intersect with the east right-of-way line of F.M. 1464 (150 feet wide) as dedicated in Vol. 275, Pg. 244 and Vol. 275, Pg. 269, of the Deed Records of Fort Bend County, and widened on the west side as described in Fort Bend County Clerk's File No. 2006157509, and on the east side as

Fort Bend County Mobility Project  
John Sharp Drive:  
FM 1464 to Sugar Land City Limits

May 12, 2021  
20' WLE in Parcel 2

described in Fort Bend County Clerk's File No. 2009120652, being the most westerly southwest corner of the herein described parcel;

THENCE North  $00^{\circ}27'50''$  West, along the east right-of-way line of said F.M. 1464, being the west line of the residue of said 1.043 acre tract, a distance of 20.00 feet to the northwest corner of the herein described parcel;

THENCE North  $88^{\circ}59'29''$  East, crossing said 1.043 acre tract, a distance of 21.94 feet to an angle point;

THENCE South  $46^{\circ}00'31''$  East, crossing said 1.043 acre tract, a distance of 38.62 feet to an intersect with the proposed south right-of-way line of said John Sharp Drive, being the east corner of the herein described parcel;

THENCE in a westerly direction, a distance of 24.52 feet along the proposed south right-of-way line of said John Sharp Drive, following the arc of a curve to the left, having a radius of 1,430.00 feet and a central angle of  $00^{\circ}58'57''$  ( $Ch=N88^{\circ}07'18''W, 24.52'$ ) to a 5/8-inch iron rod with a Tejas cap set in December, 2019 for an angle point;

THENCE South  $45^{\circ}12'57''$  West with the proposed south right-of-way line of said John Sharp Drive, a distance of 3.56 feet to the POINT OF BEGINNING and containing 832 square feet of land, more or less.

Note: All iron rods described with Tejas caps are stamped with "RPLS 4079".

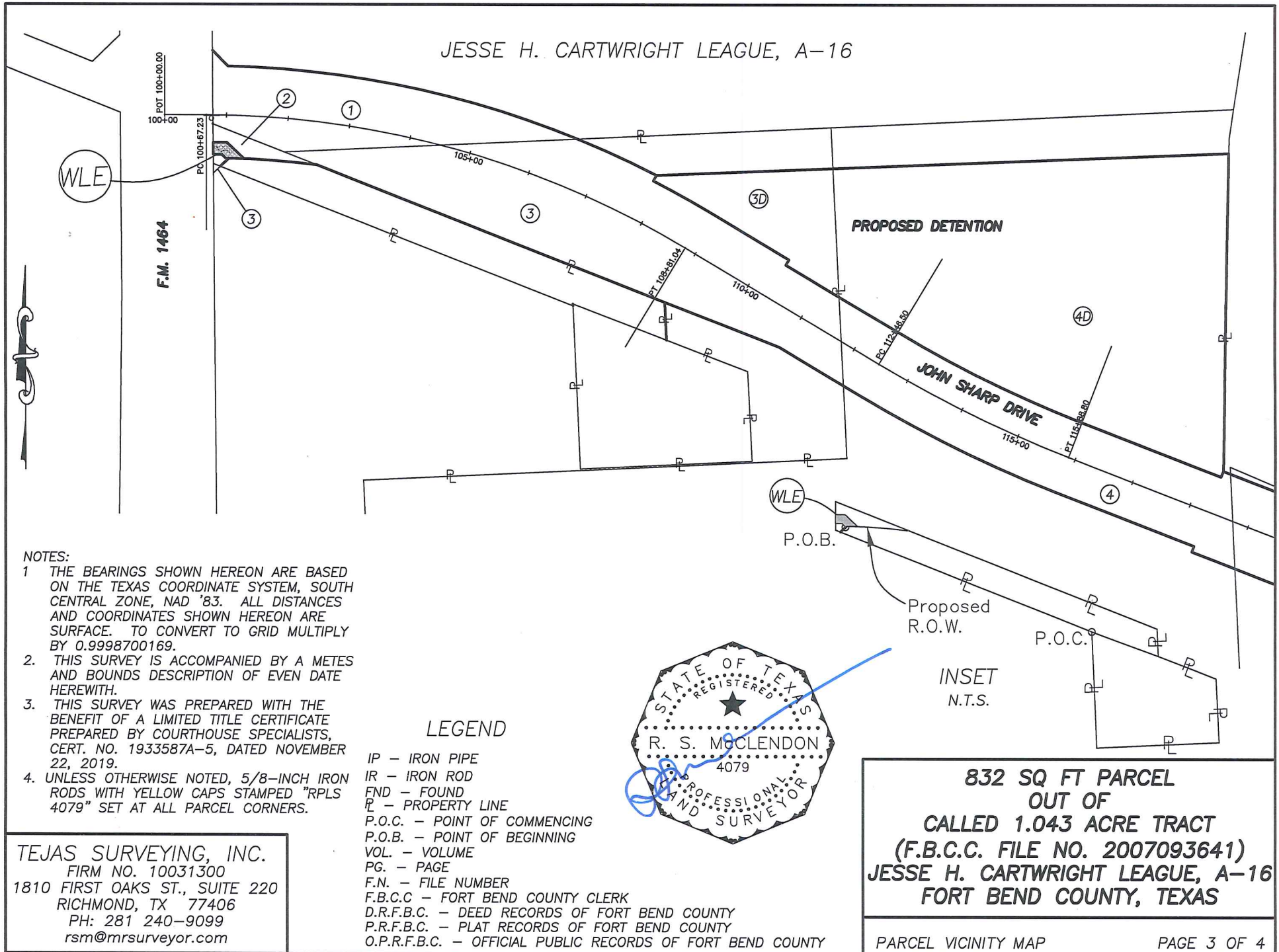
All distances and coordinates shown hereon are surface. To convert to grid, multiply by a scale factor = 0.9998700169.

TEJAS SURVEYING, INC.  
Firm No. 10031300  
Ph: 281 240-9099  
Job No. 61-1803 20FT WLE





# JESSE H. CARTWRIGHT LEAGUE, A-16

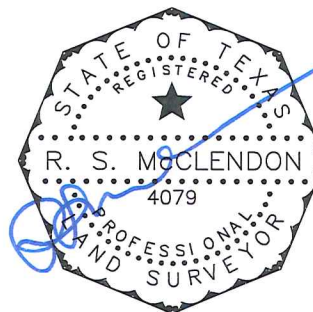


## NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD '83. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE. TO CONVERT TO GRID MULTIPLY BY 0.9998700169.
2. THIS SURVEY IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION OF EVEN DATE HERewith.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A LIMITED TITLE CERTIFICATE PREPARED BY COURTHOUSE SPECIALISTS, CERT. NO. 1933587A-5, DATED NOVEMBER 22, 2019.
4. UNLESS OTHERWISE NOTED, 5/8-INCH IRON RODS WITH YELLOW CAPS STAMPED "RPLS 4079" SET AT ALL PARCEL CORNERS.

## LEGEND

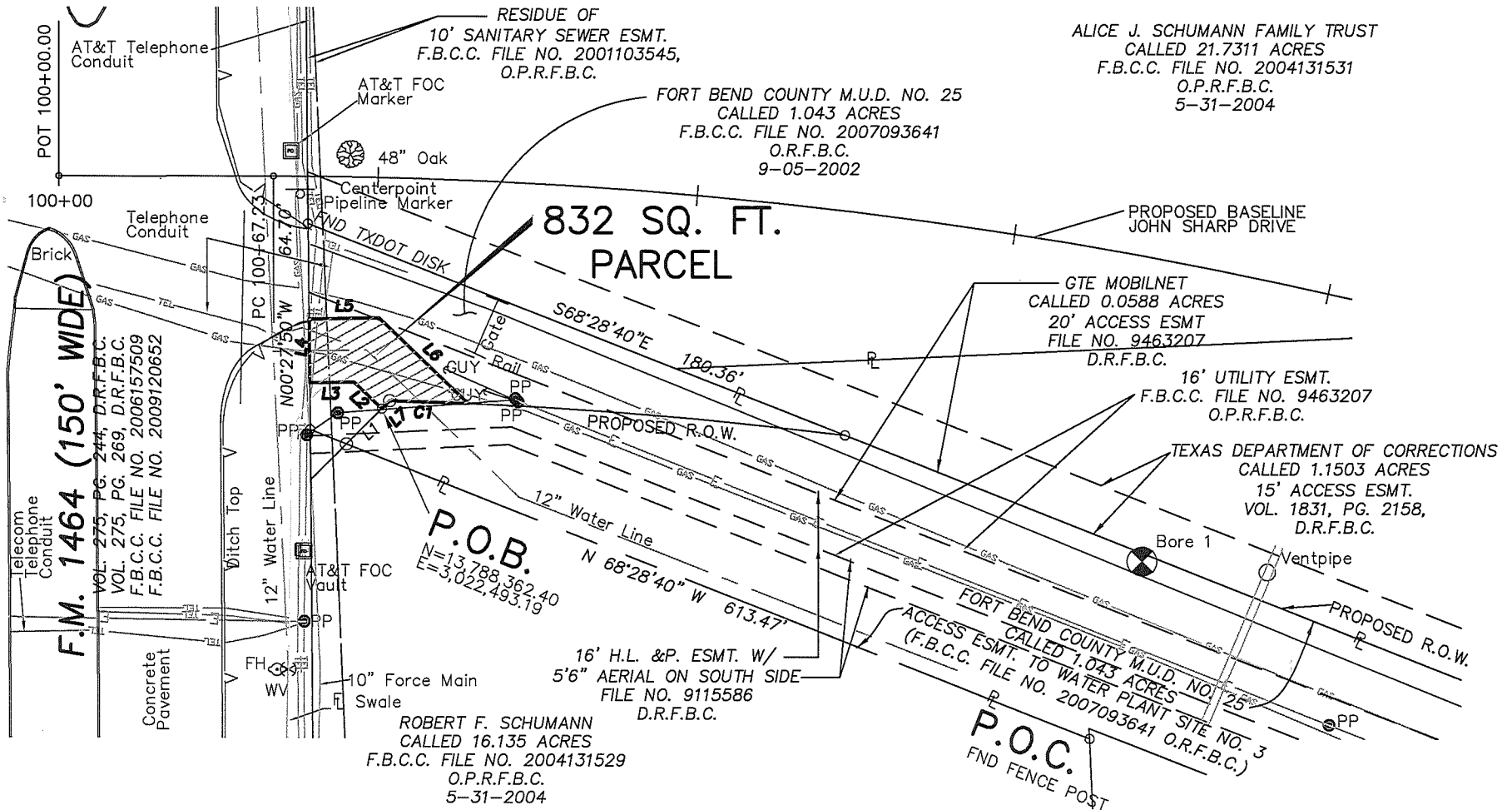
IP - IRON PIPE  
 IR - IRON ROD  
 FND - FOUND  
 P.L. - PROPERTY LINE  
 P.O.C. - POINT OF COMMENCING  
 P.O.B. - POINT OF BEGINNING  
 VOL. - VOLUME  
 PG. - PAGE  
 F.N. - FILE NUMBER  
 F.B.C.C. - FORT BEND COUNTY CLERK  
 D.R.F.B.C. - DEED RECORDS OF FORT BEND COUNTY  
 P.R.F.B.C. - PLAT RECORDS OF FORT BEND COUNTY  
 O.P.R.F.B.C. - OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY



**TEJAS SURVEYING, INC.**  
 FIRM NO. 10031300  
 1810 FIRST OAKS ST., SUITE 220  
 RICHMOND, TX 77406  
 PH: 281 240-9099  
 rsm@mrsurveyor.com

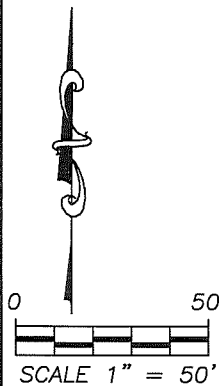
**832 SQ FT PARCEL  
 OUT OF  
 CALLED 1.043 ACRE TRACT  
 (F.B.C.C. FILE NO. 2007093641)  
 JESSE H. CARTWRIGHT LEAGUE, A-16  
 FORT BEND COUNTY, TEXAS**

# JESSE H. CARTWRIGHT LEAGUE, A-16



LINE	BEARING	DISTANCE
L1	N 45°12'57" E	15.66'
L2	N 46°00'31" W	12.07'
L3	S 88°59'29" W	13.84'
L4	N 00°27'50" W	20.00'
L5	N 88°59'29" E	21.94'
L6	S 46°00'31" E	38.62'
L7	S 45°12'57" W	3.56'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1430.00'	00°58'57"	24.52'	N 88°07'18" W	24.52'



November 23, 2020

Fort Bend County Municipal Utility District No. 25  
c/o: Terrie L. Sechrist  
6300 West Loop South, Suite 415  
Bellaire, TX 77401

County: Fort Bend  
Project: John Sharp Drive  
Parcel No.: 002

### **MEMORANDUM OF AGREEMENT**

Dear Terrie Sechrist

You have indicated a willingness to sign a deed for Fort Bend County Municipal Utility District No. 25 property which consists of 0.1049 acre-tract of land (4,568 square feet) located at John Sharp Drive.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which Fort Bend County, Texas (the "County") will make payment. The payment of \$31,208.33 as herein agreed will constitute full payment to be made by the County for the property to be conveyed to Fort Bend County (\$13,708.33) and the County contribution to assist in the expense of replacement of existing fence around the plant (\$17,500.00).

The County and the owner(s) have agreed to the following provisions.

Fort Bend County Municipal Utility District No. 25 will provide a waterline easement to cover any portion of the District's waterline that is under the land taken/purchased by the County for the County to review. The mutually agreed easement will be executed during the closing for the property being conveyed to Fort Bend County.

The District is agreeable to the County attempting to determine the actual depth of the waterline in the right of way area where the project will cross the waterline by probe which will be conducted by the project surveyor. If this method is not successful, the County will use the pot hole method of determining the depth of the waterline. County will provide the design plans for the Project to the District's engineer for review so that it can be confirmed that the waterline is fully protected such that it will not be damaged or otherwise impaired during and after the construction of the Project.

The District's engineer and Project Manager have agreed to the following standards for the main driveway to access the plant. The County driveway is to follow modified Fort Bend County standards which include matching the main roadway pavement and thickness, installation of 8" cement stabilized sand, and using TxDOT reinforcement steel standards. A warranty period for the driveway will be placed in the bid. Fort Bend County will not have a copy of this warranty agreement until the contract is in place.

Fort Bend County will install a Cattle Guard Gate at the new driveway.

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

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 under the County's Relocation



Assistance Program and the mutual benefits to be derived by you and the County from the signing of this agreement.

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

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

Sincerely,

\_\_\_\_\_  
Tim Compton, Acquisition Agent

I (We) fully understand the County's proposal as contained in this agreement and understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction.

\_\_\_\_\_  
Fort Bend County Municipal Utility District No. 25

  
\_\_\_\_\_  
Fort Bend County Special Projects Coordinator

\_\_\_\_\_  
Date

January 29, 2021  
\_\_\_\_\_  
Date