

157



DEDICATION OF WASTEWATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

DATE: On the latest of the dates signed by Grantor and City

GRANTOR: Fort Bend County Drainage District

GRANTOR'S MAILING ADDRESS: 301 Jackson St
Richmond, TX 77469

GRANTEE: City of Sugar Land

GRANTEE'S MAILING ADDRESS: P.O. Box 110
Sugar Land, TX 77487

FORCE MAIN EASEMENT DESCRIBED : Being 0.1900 acre (8,277 square feet) of land in the M. M. Battle Survey, Abstract Number 9 in Fort Bend County, Texas, being a portion of the 4.2917-acre fee strip conveyed to Fort Bend County Drainage District in NEW TERRITORY RETAIL CENTER ONE according to the plat thereof recorded under Slide Number 1021-A in the Plat Records of Fort Bend County, Texas, as described in the attached Exhibit A and shown in the attached Exhibit B, which are incorporated into this instrument by reference (the "Easement").

FORCE MAIN EASEMENT DEDICATION AND PURPOSE: Grantor dedicates the Easement to the Grantee for the Grantee's use for the public purpose(s) of constructing, reconstructing, installing, repairing, relocating, laying, operating, and maintaining one or more lines, pipes, conduits, and related facilities for the collection and conveyance of wastewater across, along, under, upon, and through the Easement (collectively, "Grantee's Facilities").

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED: Part 1: Being 0.0363 acre (1,582 square feet) of land in the M. M. Battle Survey, Abstract Number 9 in Fort Bend County, Texas, being a portion of the 4.2917-acre fee strip conveyed to Fort Bend County Drainage District in NEW TERRITORY RETAIL CENTER ONE according to the plat

thereof recorded under Slide Number 1021-A in the Plat Records of Fort Bend County, Texas; and

Part 2: Being 0.0367 acre (1,599 square feet) of land in the M. M. Battle Survey, Abstract Number 9 in Fort Bend County, Texas, being a portion of the 4.2917-acre fee strip conveyed to Fort Bend County Drainage District in NEW TERRITORY RETAIL CENTER ONE according to the plat thereof recorded under Slide Number 1021-A in the Plat Records of Fort Bend County, Texas.

Part 1 and Part 2 are described in Exhibit C and shown in Exhibit D, which are attached to and incorporated herein by reference ("Temporary Construction Easement").

**TEMPORARY CONSTRUCTION
EASEMENT DEDICATION
AND PURPOSE:**

Grantor dedicates, grants and conveys to Grantee the Temporary Construction Easement for:

- (1) Site access (vehicular and pedestrian);
- (2) A staging area; and
- (3) The storage of equipment, materials, and spoil piles during construction of the lines, pipes, conduits, structures, and related facilities and equipment for the collection and conveyance of wastewater.

**RESERVATIONS FROM
AND EXCEPTIONS TO
CONVEYANCE AND
WARRANTY:**

(1) Grantor's drainage facilities, if any, and related improvements; and,

(2) All easements and right-of-ways of record to the extent that same validly exist and are enforceable against the Easement.

This Easement and Temporary Construction Easement allows Grantee's construction, reconstruction, installation, repair, relocation, operation, and maintenance of a force main and related improvements along, across, over, under, and within the Easement and Temporary Construction Easement subject to the terms and conditions set forth herein.

COVENANTS AND CONDITIONS:

1. The Temporary Construction Easement will expire on completion of the work described herein.
2. Upon expiration of the Temporary Construction Easement, Grantee will restore the property subject to the easement to a reasonably comparable condition that it was in when the Temporary Construction Easement began.
3. Grantee has sole responsibility for the laying, construction, installation, repair, replacement, relocation, modification, improvement, alteration, removal, reconstruction, maintenance, use, and operation of Grantee's Facilities within the Easement.
4. Grantor's engineer must review and approve Grantee's plans and specifications for Grantee's Facilities within the Easement before Grantee begins construction or installation. Grantee shall notify Grantor's engineer and Grantor's operator at least two (2) business days prior to commencement of any construction, installation, repair, replacement, relocation, modification, improvement, alteration, removal, or maintenance operations within the Easement by Grantee, its contractors or other representatives.
5. During construction or reconstruction of Grantee's Facilities and any other work within the Easement by Grantee, Grantee will:
 - (a) Coordinate its construction or reconstruction activities with Grantor's engineer and general manager;
 - (b) Not excavate, cut, breach, or change Grantor's drainage facilities, if any, or affect the then current condition of the drainage facilities, if any, without the prior written consent of Grantor's engineer and general manager;
 - (c) Not cause damage to Grantor's drainage facilities, if any, or related facilities that undermines the integrity of the drainage facilities, if any; and
 - (d) Take all steps necessary to prevent adverse effects to Grantee's drainage facilities, if any, that impair flood protection. Grantee's activities shall be limited to the Easement. Temporary parking of vehicles within the Easement shall be permitted; provided, however, all vehicles and equipment shall be removed from the Easement upon completion of construction; however, parking of vehicles and equipment on Grantor's drainage facilities shall not be permitted at any time.
6. Grantee acknowledges that:
 - (a) Utilization of the Easement for construction, installation, repair, replacement, removal, maintenance, and operation of Grantee's Facilities or any other facilities and access by heavy machinery or trucks may cause damage to or undermine the integrity of the Easement;

- (b) Grantor's rights to use the Easement for flood control and/ or protection and/ or drainage purposes are superior to the rights granted to Grantee hereunder ("Grantor's Superior Rights"); and
- (c) Grantee's activities within the Easement are performed at Grantee's sole risk.

7. Grantee will repair, at Grantee's sole cost and expense and to Grantor's reasonable satisfaction, any damage caused by Grantee or its contractors' use of the Easement disturbed by the construction, installation, repair, replacement, removal, maintenance and operation of Grantee's Facilities.

8. After the construction, reconstruction, or maintenance of Grantee's Facilities (and any other Work on the Easement) is completed, Grantee will:

- (a) Restore the Easement and all areas within Grantor's property disturbed by such work to its condition prior to the undertaking of such work;
- (b) Remove all construction or maintenance equipment from the Easement;
- (c) Remove all spoil generated by Grantee's or its contractors' activities or distribute such spoil in a manner consistent with the plans and specifications approved by Grantor's engineer, and re-fill or re-compact soil to meet the requirements for the Easement as required by the plans and specifications for the project that have been approved by Grantor's engineer; and
- (d) Re-seed and establish grass coverage. All disturbed areas will have turf established immediately upon completion of the construction, installation, repair, replacement, removal, maintenance and operation of Grantee's Facilities and any other work on the Easement, and will be restored to the original lines and grades. Turf establishment shall consist of and be performed according to the plans and specifications for the project that have been approved by Grantor's engineer.

If Grantee fails to repair or restore the surface of the Easement or Grantor's other disturbed property to its condition prior to the undertaking of any construction, installation, repair, replacement, removal, maintenance and operation by Grantee or its contractors, to the reasonable satisfaction of Grantor, within thirty (30) days of the completion of any such work, Grantor may complete such repair or restoration, and Grantee shall pay for the cost of such repair or restoration immediately upon demand therefor by Grantor. Grantee specifically agrees to bear all costs to assure that Grantee's activities under the Easement do not at any time adversely affect Grantor's drainage facilities. Grantor reserves the right to relocate the Easement if the construction and installation of Grantee's Facilities or any other work on the Easement impairs Grantor's Superior Rights.

9. Grantee currently maintains insurance coverage for death and bodily injury in an amount sufficient to cover claims against Grantee under the Texas Tort Claims Act. Grantee will name Grantor as an additional insured on Grantee's current insurance policy. Before beginning construction of Grantee's Facilities, Grantee will provide Grantor with a copy of Grantee's certificate of insurance. Grantee shall require all of its contractors performing work on Grantee's Facilities to maintain general liability insurance in an amount not less than \$1,000,000.00 per occurrence. The insurance carried by Grantee pursuant to this paragraph 7 shall provide primary coverage to Grantor with respect to any claim related to or arising out of Grantee's use of the Easement hereunder, and in such circumstance Grantor's policy will be excess over the policy or policies carried by Grantee hereunder.

10. Grantee, at Grantee's sole cost and expense, shall make application for, and secure from, any and all federal, state, and local governmental authorities having jurisdiction thereof, and shall maintain in effect and comply with all permits, licenses and other authorizations required for the purposes of the Easement, Grantee's Facilities, and all other work of Grantee on the Easement.

11. Grantee shall keep the Easement free and clear of all liens and encumbrances resulting from work or acts performed by or on behalf of Grantee pursuant to this instrument.

12. All notices given or required herein shall be given in writing and shall be given either by hand delivery or by depositing such notice in the United States first-class mail, postage prepaid, by certified or registered mail, return receipt requested, enclosed in an envelope addressed to the party to be notified at the following address, or at such other address as any such party shall from time to time designate in writing:

If to Grantor: Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471
Attn: Chief Engineer

With a copy to: Fort Bend County Judge
401 Jackson St., 1st Floor
Richmond, Texas 77469

If to Grantee: City of Sugar Land
P.O. Box 110
Sugar Land, Texas 77487
Attention: City Manager

Notice delivered in accordance with this paragraph shall be deemed delivered upon delivery, if delivered by hand, and three (3) business days after deposit in a domestic United States depository box, if delivered by mail.

13. The terms and conditions of this instrument shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. The Easement and rights granted to Grantee herein shall not be assigned in whole or in part without the prior written consent of Grantor.

14. If any provision of this instrument shall, for any reason, be held to violate any applicable law and/ or is unenforceable, the invalidity of such specified provision shall not be held to invalidate any other provision herein, and all of such other provisions shall remain in full force and effect.

15. This document is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation hereof.

16. This document embodies the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understanding, if any, relating to the Easement, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

17. This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

18. Nothing in this Easement shall be construed or deemed to:

- (a) Delegate or assign Grantor's ordinary maintenance and repair responsibilities of its drainage facilities, if any, or property to Grantee; or
- (b) Waive, modify or amend any legal defense available at law or in equity to the Grantee, Grantor, or their officers or employees, nor to create any legal rights or claims on behalf of any third party.

Neither Grantee or Grantor, nor their officers or employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under Texas law.

19. Grantee's obligations in this instrument are payable out of Grantee's available current revenues.

TO HAVE AND TO HOLD, subject to the reservations from and exceptions to conveyance and warranty set forth herein, the and Temporary Construction Easement unto Grantee, its successors and assigns forever, with all and singular the rights and appurtenances thereto in any wise belonging. Except as to the reservations from and exceptions to conveyance and warranty set forth herein, Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Easement and Temporary Construction Easement to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTOR:

FORT BEND COUNTY DRAINAGE DISTRICT

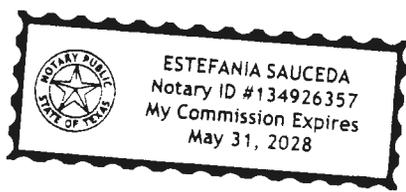
By: *KP George*
KP George, County Judge

Date: January 14, ~~2024~~ 2025 ^{ED}

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 14 day of January, ~~2024~~ ²⁰²⁵ ^{ED} by KP George, County Judge of Fort Bend County, Texas, on behalf of FORT BEND COUNTY DRAINAGE DISTRICT.

Estefania Saucedo
Notary Public, State of Texas
Notary's name (printed): Estefania Saucedo



Notary's commission expires: May 31, 2028

GRANTEE:

Pursuant to Section 2-11 (a) (7) a. of the Sugar Land Code of Ordinances, the City Manager of the City of Sugar Land accepts this Dedication of Surface Water Transmission Line Easement on behalf of the City of Sugar Land.

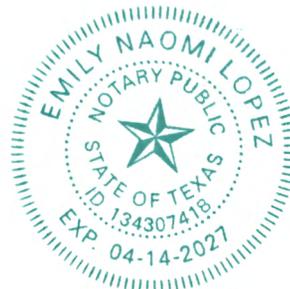
By: 
Michael W. Goodrum, City Manager

Date: 12-16-24, 2024

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 16 day of December, 2024, by Michael W. Goodrum, City Manager of the City of Sugar Land.


Notary Public, State of Texas
Notary's name (printed):
Emily Lopez
Notary's commission expires:
04-14-2027



AFTER RECORDING RETURN TO:
City of Sugar Land City
Secretary's Office
P.O. Box 110
Sugar Land, Texas 77487-0110

- Attachments:
Exhibit A - Easement Description
Exhibit B – Easement Survey Map
Exhibit C – Temporary Construction Easement Description
Exhibit D - Temporary Construction Easement Survey Map

EXHIBIT A

Easement Description

PROPOSED 16-FEET EASEMENT

METES AND BOUNDS DESCRIPTION OF 0.1900 ACRE (8,277 SQUARE FEET) OF LAND IN THE M. M. BATTLE SURVEY, ABSTRACT NUMBER 9, FORT BEND COUNTY, TEXAS

BEING 0.1900 acre (8,277 square feet) of land in the M. M. Battle Survey, Abstract Number 9 in Fort Bend County, Texas, being a portion of the 4.2917-acre fee strip conveyed to Fort Bend County Drainage District in NEW TERRITORY RETAIL CENTER ONE according to the plat thereof recorded under Slide Number 1021-A in the Plat Records of Fort Bend County, Texas, and more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a 5/8-inch iron rod found for the northeast corner of the 0.1183-acre tract described as (Parcel 1) in the deed to US 90A recorded under File Number 2016095039 in the Official Public Records of Real Property of Fort Bend County, Texas, and the southeast right-of-way line of U.S. Highway 90A (175' R.O.W);

THENCE South 64° 15' 37" West – 599.06 feet, to a point in the southeast line of the 0.1274-acre tract described as (Parcel 2) in the deed to US 90A recorded under File Number 2016069798 in the Official Public Records of Real Property of Fort Bend County, Texas, to the northeast corner and **POINT OF BEGINNING** of the herein described easement;

THENCE South 24° 19' 36" East - 16.00 feet to the southeast corner of the herein described easement;

THENCE South 65° 41' 49" West - 270.19 feet to an angle corner of the herein described easement;

THENCE South 71° 58' 27" West - 133.55 feet to an angle corner of the herein described easement;

THENCE South 65° 40' 23" West - 113.60 feet, to a point in the northeast line of the 1.3372-acre tract described in the deed from Ellis Creek and Highway 90-A, Ltd. to HPI Investments X, LLC recorded under File Number 2023018436 in the Official Public Records of Real Property of Fort Bend County, Texas, to the southwest corner of the herein described easement;

THENCE North 24° 19' 40" West - 15.99 feet, with the northeast line of said 1.3372-acre tract, to the northwest corner of the herein described easement in the southeast right-of-way line of said U.S. Highway 90A;

V:\Jobs\2300\2380-02-00 Sugar Land Fort Main Alignment\Task 56\Metes and Bounds\Work In Progress\REVISED ESMTS_2024-06-03\Prop 16' :SMT (8277 SCL 7-1) M&B.docx

THENCE North 65° 40' 22" East - 114.61 feet, with the southeast right-of-way line of said U.S. Highway 90A, to the northwest corner of said (Parcel 2), to an angle corner of the herein described easement;

THENCE North 71° 58' 29" East - 133.42 feet, with the southwest line of said (Parcel 2), to the southwest corner of said (Parcel 2) and being an angle corner of the herein described easement;

THENCE North 65° 41' 51" East - 269.30 feet, with the southeast line of said (Parcel 2), to the POINT OF BEGINNING of the herein described easement and containing 0.1900 acre (8,277 square feet) of land.

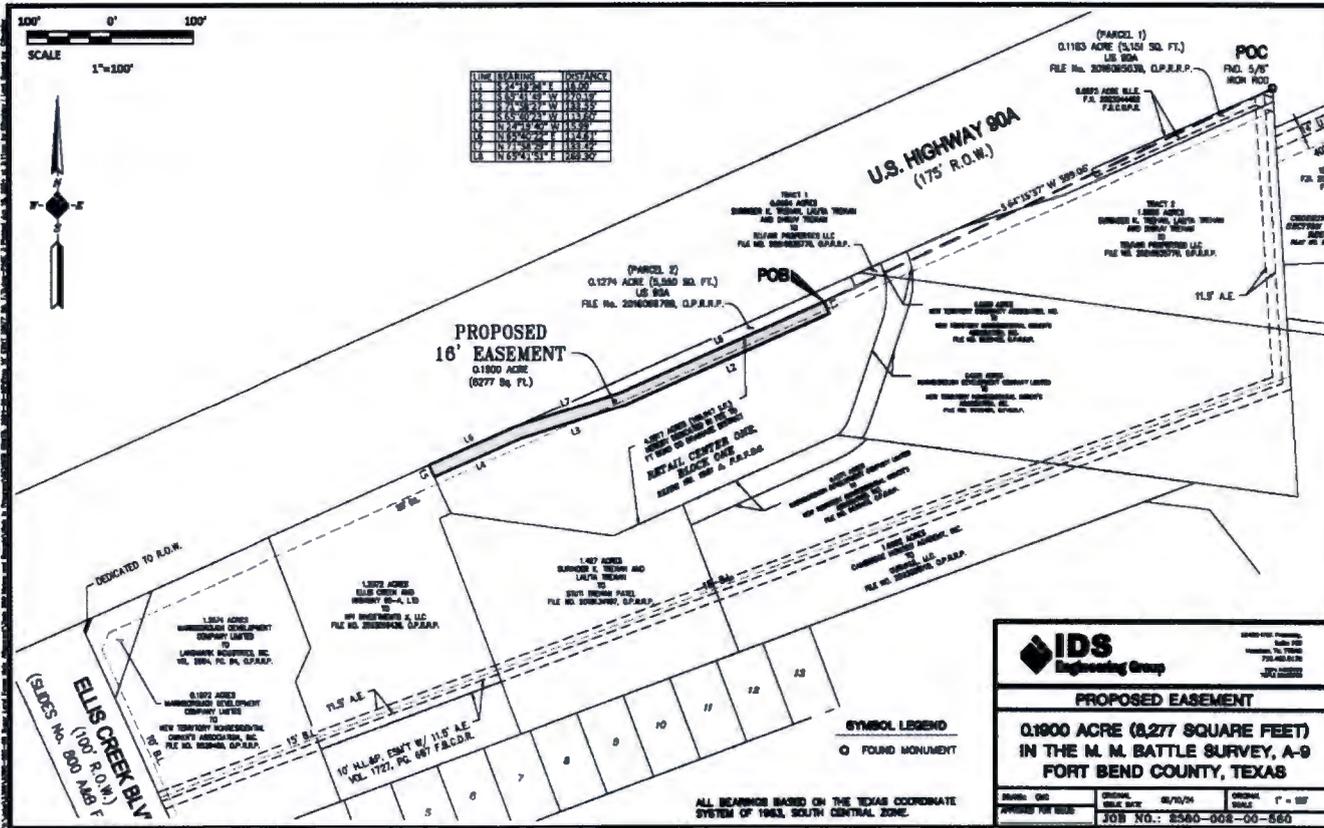
Prepared by:
IDS Engineering Group
Job No. 2380-002-00-560

June 10, 2024



Michael L. Swan
Registered Professional Land Surveyor
Texas Registration Number 5551





Easement Survey Map

EXHIBIT B

EXHIBIT C

Temporary Construction Easement Description

PROPOSED VARIABLE WIDTH AND 20-FEET TEMPORARY CONSTRUCTION EASEMENT

METES AND BOUNDS DESCRIPTION OF 0.0730 ACRE (3,181 SQUARE FEET) OF LAND (IN TWO PARTS) IN THE M. M. BATTLE SURVEY, ABSTRACT NUMBER 9, FORT BEND COUNTY, TEXAS

PART 1:

BEING 0.0363 acre (1,582 square feet) of land in the M. M. Battle Survey, Abstract Number 9 in Fort Bend County, Texas, being a portion of the 4.2917-acre fee strip conveyed to Fort Bend County Drainage District in NEW TERRITORY RETAIL CENTER ONE according to the plat thereof recorded under Slide Number 1021-A in the Plat Records of Fort Bend County, Texas, and more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a 5/8-inch iron rod found for the northeast corner of the 0.1183-acre tract described as (Parcel 1) in the deed to US 90A recorded under File Number 2016095039 in the Official Public Records of Real Property of Fort Bend County, Texas, and the southeast right-of-way line of U.S. Highway 90A (175' R.O.W);

THENCE South 65° 40' 20" West – 545.90 feet, with the southeast right-of-way line of said U.S. Highway 90A, to the northwest corner of the 0.0054-acre tract described as Tract 1 in the deed from Surinder K. Trehan, Lalita Trehan and Dhruv Trehan to Telfair Properties LLC recorded under File Number 20210835778 in the Official Public Records of Real Property of Fort Bend County, Texas, to the northeast corner and **POINT OF BEGINNING** of the herein described easement;

THENCE South 82° 22' 10" East - 31.19 feet, with the southwest line of said Tract 1, to the beginning of a non-tangent curve to the right;

THENCE in a southeasterly direction, with said curve to the right, having a radius of 83.25 feet, a central angle of 10° 15' 54", a chord bearing and distance of South 07° 55' 15" East - 14.89 feet, and an arc distance of 14.91 feet, to the end of said curve;

THENCE South 65° 40' 25" West - 75.23 feet to the southwest corner of the herein described easement;

V:\Jobs\2300\2380-002-00 Sugar Land Force Main Alignment\Task 560 Metes and Bounds\Work In Progress\REVISED
ESMTS. 2024-06-03\Prop V.W. & 20' T.C.E. (3181 SQ. F.T) M&B.docm

THENCE North 24° 19' 36" West - 16.03 feet, to a point in the southeast line of the 0.1274-acre tract described as (Parcel 2) in the deed to US 90A recorded under File Number 2016069798 in the Official Public Records of Real Property of Fort Bend County, Texas, to the most southwesterly northwest corner of the herein described easement;

THENCE North 65° 41' 51" East - 41.88 feet, to the southeast corner of said (Parcel 2), to an angle corner of the herein described easement;

THENCE North 24° 20' 50" West - 14.78 feet, with the northeast line of said (Parcel 2), to the northwest corner of the herein described easement in the southeast right-of-way line of said U.S. Highway 90A;

THENCE North 65° 40' 21" East - 11.10 feet, with the southeast right-of-way line of said U.S. Highway 90A, to the **POINT OF BEGINNING** of the herein described easement and containing 0.0363 acre (1,582 square feet) of land.

PART 2:

BEING 0.0367 acre (1,599 square feet) of land in the M. M. Battle Survey, Abstract Number 9 in Fort Bend County, Texas, being a portion of the 4.2917-acre fee strip conveyed to Fort Bend County Drainage District in NEW TERRITORY RETAIL CENTER ONE according to the plat thereof recorded under Slide Number 1021-A in the Plat Records of Fort Bend County, Texas, and more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a 5/8-inch iron rod found for the northeast corner of the 0.1183-acre tract described as (Parcel 1) in the deed to US 90A recorded under File Number 2016095039 in the Official Public Records of Real Property of Fort Bend County, Texas, and the southeast right-of-way line of U.S. Highway 90A (175' R.O.W);

THENCE South 63° 39' 47" West – 1026.45 feet to the southeast corner and **POINT OF BEGINNING** of the herein described easement;

THENCE South 65° 40' 23" West - 89.59 feet, to a point in the northeast line of the 1.3372-acre tract described in the deed from Ellis Creek and Highway 90-A, Ltd to HPI Investments X, LLC recorded under File Number 2023018436 in the Official Public Records of Real Property of Fort Bend County, Texas, to the southwest corner of the herein described easement;

THENCE North 24° 19' 40" West - 20.00 feet, with the northeast line of said 1.3372-acre tract, to the northwest corner of the herein described easement;

THENCE North 65° 40' 23" East - 70.26 feet to the northeast corner of the herein described easement;

THENCE South 68° 20' 32" East - 27.81 feet to the **POINT OF BEGINNING** of the herein described easement and containing 0.0367 acre (1,599 square feet) of land.

Prepared by:
IDS Engineering Group
Job No. 2380-002-00-560

June 12, 2024

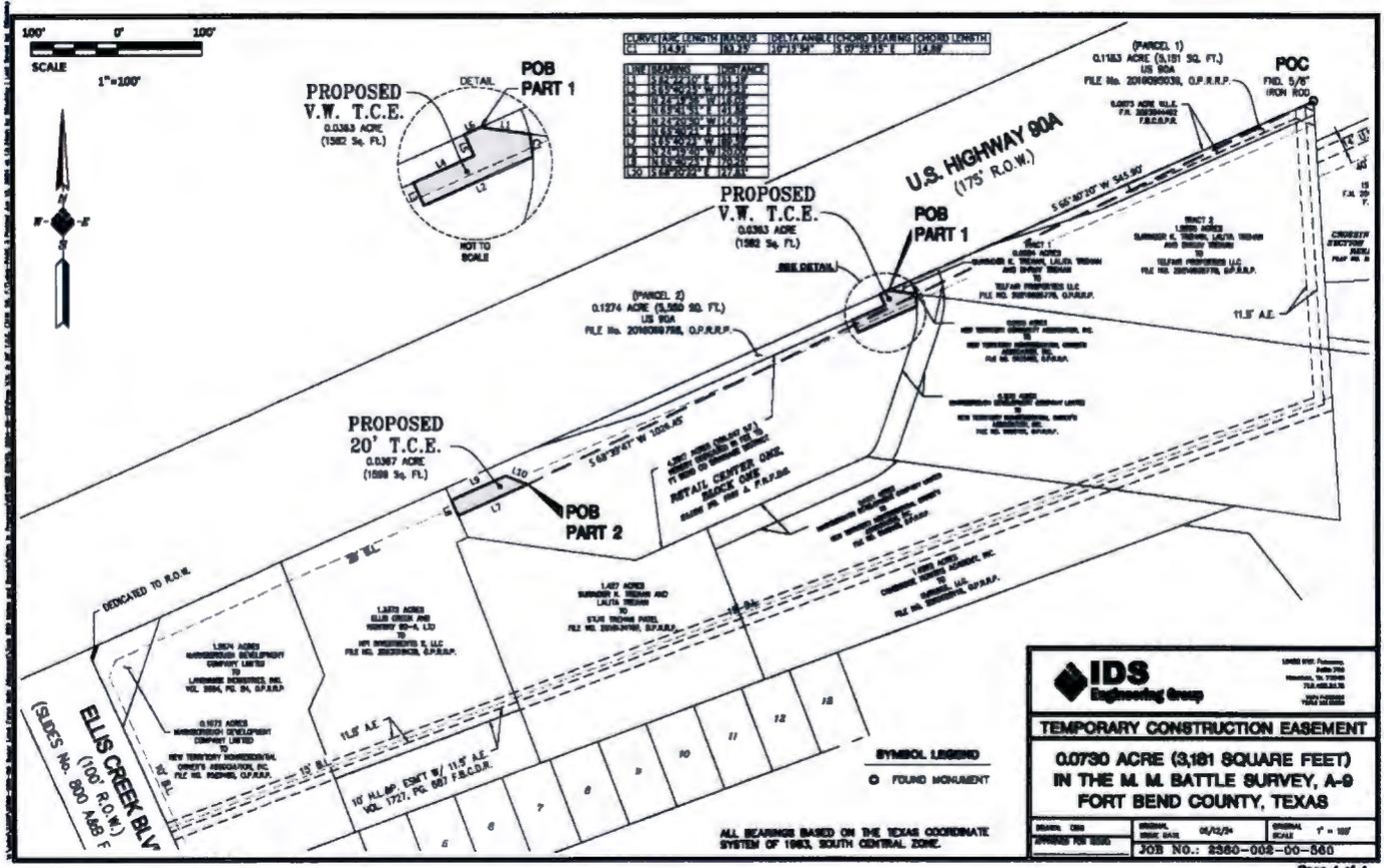


Michael L. Swan
Registered Professional Land Surveyor
Texas Registration Number 5551



Temporary Construction Easement Survey Map

EXHIBIT D



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

January 28, 2025 09:05:29 AM



FEE: \$0.00 DP2

2025007537