

**WATER LINE EASEMENT  
(0.2016 Acre)**

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

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

THAT **CROSS CREEK RANCH COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of water lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.2016 acre, as more particularly described in **Exhibit A** and shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions

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removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes; provided, however, such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs (or otherwise permits the construction, placement, or installation of) any obstruction that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstruction, at Grantor's sole cost and expense, without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the

extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its 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.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Fort Bend County, Texas.

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

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

*[Signature pages follow this page.]*

EXECUTED this 24<sup>th</sup> day of September, 2024.

**GRANTOR:**

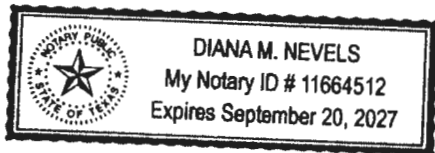
**CROSS CREEK RANCH  
COMMUNITY ASSOCIATION, INC.,**  
a Texas non-profit corporation

By: *Stephen H. Brovarone*  
Name: Stephen H. Brovarone  
Title: V.P.

THE STATE OF TEXAS           §  
   §  
COUNTY OF Harris           §

This instrument was acknowledged before me on the 24<sup>th</sup> day of September, 2024, by Stephen H. Brovarone, Vice President of CROSS CREEK RANCH COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

(NOTARY SEAL)



*D. Nevels*  
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

**GRANTEE:**

**FORT BEND COUNTY, TEXAS**

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

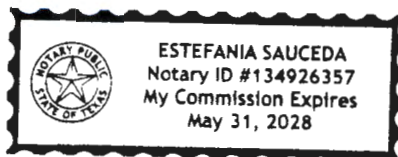
**APPROVED AS TO FORM:**

By: Jennifer L. Fox  
Name: Jennifer L. Fox  
Title: Assistant County Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF Fort Bend       §

This instrument was acknowledged before me on the 19 day of May, 2025, by KP George, County Judge of FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, on behalf of said entity.

(NOTARY SEAL)



Estefania Saucedo  
Notary Public, State of Texas

**Attachments:**

**Exhibit A** - Description of the Easement Tract

**Exhibit B** - Sketch of the Easement Tract

**After recording, please return to:**

Fort Bend County Engineering

301 Jackson Street

Richmond, Texas 77469

Exhibit A - Description of the Easement Tract

CCR EASEMENTS FOR ALL ABILITIES PARK  
0.2016 OF ONE ACRE  
PROPOSED 10 FOOT WIDE WATER LINE EASEMENT

JULY 9, 2024  
JOB NO. 61-11

DESCRIPTION OF A 0.2016 ACRE TRACT OF LAND SITUATED  
IN THE A.G. SHARPLESS SURVEY, ABSTRACT NO. 322  
CITY OF FULSHEAR,  
FORT BEND COUNTY, TEXAS

BEING a 0.2016 acre (8,781 square foot) tract of land situated in the A.G. Sharpless Survey, Abstract No. 322, City of Fulshear of Fort Bend County, Texas and being a portion of a called 2.478 acre tract described as Restricted Reserve "A" in an instrument to Cross Creek Ranch Community Association, Inc. recorded under Fort Bend County Clerks File Number (F.B.C.C.F. No.) 2016140899 and as shown on CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT, a subdivision per plat recorded under Plat Number (P.N.) 20160197 of the Fort Bend County Plat Records (F.B.C.P.R.), said 0.2016 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the Southwest line of a called 1.802 acre tract of land described as Fulshear-Katy Road (width varies) in an instrument to City of Fulshear recorded under F.B.C.C.F. No. 2020014273:

**BEGINNING** at the most Northerly corner of the herein described tract, lying on the Southwest line of said 1.802 acre tract and the East line of said Restricted Reserve "A", from which a 3/4-inch iron pipe with cap stamped "BROWN & GAY" found for the most Westerly corner of said 1.802 acre tract, the Southwest corner of a called 2.6130 acre tract of land as described in an instrument to United States of America recorded under Volume 906, Page 110 of the Fort Bend County Deed Records, an interior corner of said Restricted Reserve "A", and the most Easterly Southeast corner of a called 0.8218 acre tract of land as described in an instrument to Fort Bend County Municipal Utility District Number 169 recorded under F.B.C.C.F. No. 2017112736 bears N 34°34'30" W, a distance of 19.76 feet;

THENCE; S 34°34'30" E, a distance of 25.00 feet along and with the common line of said 1.802 acre tract and said Restricted Reserve "A" to the most Easterly corner of the herein described tract, from which a 3/4-inch iron pipe with cap stamped "BROWN & GAY" found for the most Southerly corner of said 1.802 acre tract, lying on the Northwest line of Block 1, CREEK FALLS AT CROSS CREEK RANCH SECTION FOUR, a subdivision per plat recorded under P.N. 20150258 of the F.B.C.P.R. bears S 34°34'30" E, a distance of 34.00 feet;

THENCE, over and across said Restricted Reserve "A", the following courses and distances:

S 55°45'00" W, a distance of 191.49 feet to a point for corner;

S 55°37'50" W, a distance of 17.88 feet to a point for corner;

S 45°25'59" W, a distance of 38.91 feet to a point for corner;

S 55°34'18" W, a distance of 618.62 feet to the most Southerly Southwest corner of the herein described tract;

N 34°25'42" W, a distance of 10.00 feet to a 3/4-inch iron pipe with cap stamped "BROWN & GAY" found the most Westerly Northwest corner of the herein described tract;

CCR EASEMENTS FOR ALL ABILITIES PARK  
0.2016 OF ONE ACRE  
PROPOSED 10 FOOT WIDE WATER LINE EASEMENT

JULY 9, 2024  
JOB NO. 61-11

N 55°34'18" E, at a distance of 16.25 feet to an interior corner of Restricted Reserve "A" and the most Southerly Southwest corner of Lot 48 Block 1, as shown on said CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT, lying on the Southeasterly line of said Block 1 same being a Northerly line of said Restricted Reserve "A", continuing along and with the common line of said Block 1 and said Restricted Reserve "A" for a total distance of 617.73 feet to 3/4-inch iron pipe with cap stamped "BROWN & GAY" found for an interior corner of Restricted Reserve "A" and a Southerly corner of said Block 1;

THENCE, N 45°25'59" E, a distance of 38.92 feet along and with the common line of said Block 1 and said Restricted Reserve "A" to a point for corner;

THENCE, over and across said Restricted Reserve "A", the following courses and distances:

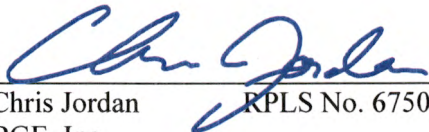
N 55°37'50" E, a distance of 18.78 feet to a point for corner;

N 55°45'00" E, a distance of 176.45 feet to an interior corner of the herein described tract;

N 10°35'18" E, a distance of 21.15 feet to the **POINT OF BEGINNING** and containing 0.2016 of one acre (8,781 square feet) of land.

The above description is not to be used for fee conveyance.



  
Chris Jordan RPLS No. 6750  
BGE, Inc.  
10777 Westheimer Road, Suite 500  
Houston, Texas 77042  
Telephone: (281) 558-8700  
TBPLS Licensed Surveying Firm No. 10106500

# Exhibit B - Sketch of the Easement Tract

G:\TXH\Projects\Districts\FBCMUD169\0\_General District Services\SV\04\_Finals\Drawings\4\_ESMT\_EX1.dwg, 7/16/2024 1:32 PM, Josh Gisiger

