

**ENCROACHMENT AGREEMENT**  
(Settlers Creek Boulevard Canal Crossing)

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS       §

THIS Encroachment Agreement (“**Agreement**”) is made and entered into by and between **SAN JACINTO RIVER AUTHORITY**, a body corporate and politic under the laws of the State of Texas (hereinafter “**Grantor**”, whether one or more), and the **COUNTY OF HARRIS**, a body corporate and politic under the laws of the State of Texas (“**Grantee**” or “**County**”). Grantor and Grantee may each be referred to individually as a “**Party**” or collectively as the “**Parties**” herein.

WHEREAS, Grantor is the holder of a right-of-way and easement by virtue of that certain Quitclaim instrument dated April 17, 1945, recorded at Volume 1163, Page 576, of the Harris County Deed Records, conveying all right, title, and interest acquired in certain water facilities known as the “**East Canal**” in and to real property, easements, rights-of-way, and improvements thereon (collectively referred to as “**Canal Facilities**”), for the transportation, storing and conveyance of water and other substances in, upon, across, over and through lands lying and being a part of and out of the Rueben White Survey, Abstract No. 84, Harris County, Texas, more particularly described therein as “**Parcel Nos. E-44, E-45, and E-46**”, and being further depicted and described on **Exhibit “A”** attached hereto and made a part hereof (the “**Easement**”); and

WHEREAS, Grantee desires to acquire an easement and right of way for roadway over, along and across Settlers Creek Boulevard from the underlying fee owners and to construct a roadway in and along portions of the land encumbered by the Easement and has sought Grantor’s consent to such encroachment, said encroachment being more particularly depicted and described by metes and bounds on **Exhibit “B”** attached hereto and made a part hereof (“**Premises**”);

NOW THEREFORE, Grantor and Grantee hereby agree as follows:

1. Subject to the terms and conditions set forth herein, Grantor hereby gives consent to Grantee for Grantee’s acquisition from the underlying fee owner of an easement and right-of-way for the purposes of roads, road drainage, and such other related purposes and objects as Grantee shall lawfully be authorized to perform or engage in with respect to the Premises as depicted and described in **Exhibit “B”**. Grantor further consents to Grantee’s construction, alteration, maintenance, inspection, operation, service, repair, and replacement of paved roadway (the “**Roadway Improvements**”) on, over, and across said Premises.
2. All rights conveyed to Grantee in this Agreement shall be subject and subordinate to the pre-existing rights vested in Grantor pursuant to the Easement.

3. Grantee shall exercise its rights under this Agreement in such a manner that: (i) the Canal Facilities are not removed from service; (ii) the elevation and placement of the Canal Facilities is not changed; (iii) the Canal Facilities are not obstructed or damaged; (iv) access to the lands subject to the Easement and the Canal Facilities is not obstructed; (v) the Canal Facilities are left with proper, sufficient, and permanent support; (vi) the flow of water through the Canal Facilities is not interfered with or interrupted in any manner; (vii) the Canal Facilities will not receive storm water discharges; and (viii) Grantee's use of the Premises subject to the Easement does not unreasonably interfere with Grantor's use of the Easement property for the purposes set forth in the Easement.
4. Nothing herein is intended or shall be construed to vest in Grantee any right to authorize or permit the use of the Premises by third parties for any purpose except as may be specifically related to the activities authorized herein. Notwithstanding the foregoing, Grantee shall not authorize or permit the discharge of storm water drainage to the Canal Facilities by third parties.
5. All matters concerning or relating to the design, operation, maintenance, configuration, and the construction of the Roadway Improvements shall be at the sole discretion of the Grantee, except as otherwise set forth herein.
6. The operations conducted by Grantee with respect to the Roadway Improvements will be performed at no cost or expense to Grantor.
7. Grantee will bear, pay, and discharge all costs and expenses incurred in connection with its acquisition of any necessary easements from the underlying fee owner and the construction, operation, and maintenance of the Roadway Improvements.
8. Should Grantee's Roadway Improvements unreasonably interfere with the construction, installation, replacement, maintenance, or operation of any existing Canal Facilities located on the Easement, Grantee shall, at its sole cost and expense, cause the Canal Facilities to be relocated or removed in accordance with plans, specifications, and other requirements (which may include requirements for bypass pumping or other methods to ensure the flow of water is not interrupted during any such relocation or removal) as approved by Grantor so as to eliminate any such interference. If the Canal Facilities are not relocated within the Easement, Grantee shall, at its sole cost and expense, acquire and convey to Grantor any real property rights reasonably required by Grantor to own, operate, and maintain the Canal Facilities following such relocation and expand and improve same from time to time thereafter.
9. In conducting their activities on the Premises, Grantee and its employees, agents, and contractors will comply with and conform all of their activities to all applicable federal, state, county, and local regulations.
10. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when (i) if hand delivered, at the time of delivery; (ii)

if mailed by registered or certified mail, postage prepaid, return receipt requested, three (3) business days following the date the notice is deposited in the United States Post Office; or (iii) if sent by nationally recognized, overnight delivery service, the business day following the date deposited with such service. Notices shall be addressed as follows:

If to Grantor:           San Jacinto River Authority  
                                  Attention: General Manager  
                                  P.O. Box 329  
                                  Conroe, Texas 77305

If to Grantee:           Harris County Engineering Department  
                                  Attention: Right of Way Division  
                                  1111 Fannin Street, 11th Floor  
                                  Houston, Texas 77002

Any Party may designate a different address by giving the other Party ten (10) days written notice in the manner provided above.

11. This Agreement shall be governed by the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Agreement is a state or federal court of competent jurisdiction in Harris County, Texas.
12. This Agreements contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modification or amendments concerning this Agreement have no force and effect unless in writing and executed by both Parties.
13. This Agreement shall not serve to diminish or affect the rights granted to Grantor in the original Easement.
14. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Grantor nor Grantee shall assign, sublet, or transfer its interest in this Agreement without written consent of the other, which will not be unreasonably withheld.
15. If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be fully severable, and such finding shall not affect the validity of any other provision of this Agreement.
16. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.
17. This Agreement shall be effective as of the date of execution by all Parties.

*[Signature pages to follow]*

EXECUTED this 5<sup>TH</sup> day of SEPTEMBER, 20 23, by:

**GRANTOR:**

**San Jacinto River Authority, a body corporate and politic under the laws of the State of Texas**

By: 

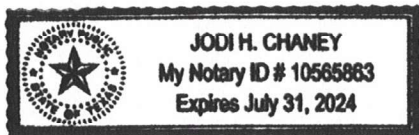
Name: ED SHACKELFORD

Title: ACTING GENERAL MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this the 5<sup>th</sup> day of September, 2023, by Jodi H. Chaney, as Notary on behalf of the **San Jacinto River Authority**, a body corporate and politic under the laws of the State of Texas.



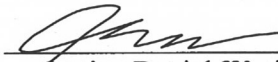
  
Notary Public Signature

AGREED TO AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by:

**GRANTEE:**  
**Harris County, a body corporate and politic**  
**under the laws of the State of Texas**

By: \_\_\_\_\_  
**Lina Hidalgo, County Judge**

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
Harris County Attorney

By:   
Justina Daniel-Wariya  
Assistant County Attorney  
CAO File No. 21RPD0235

ACKNOWLEDGMENT

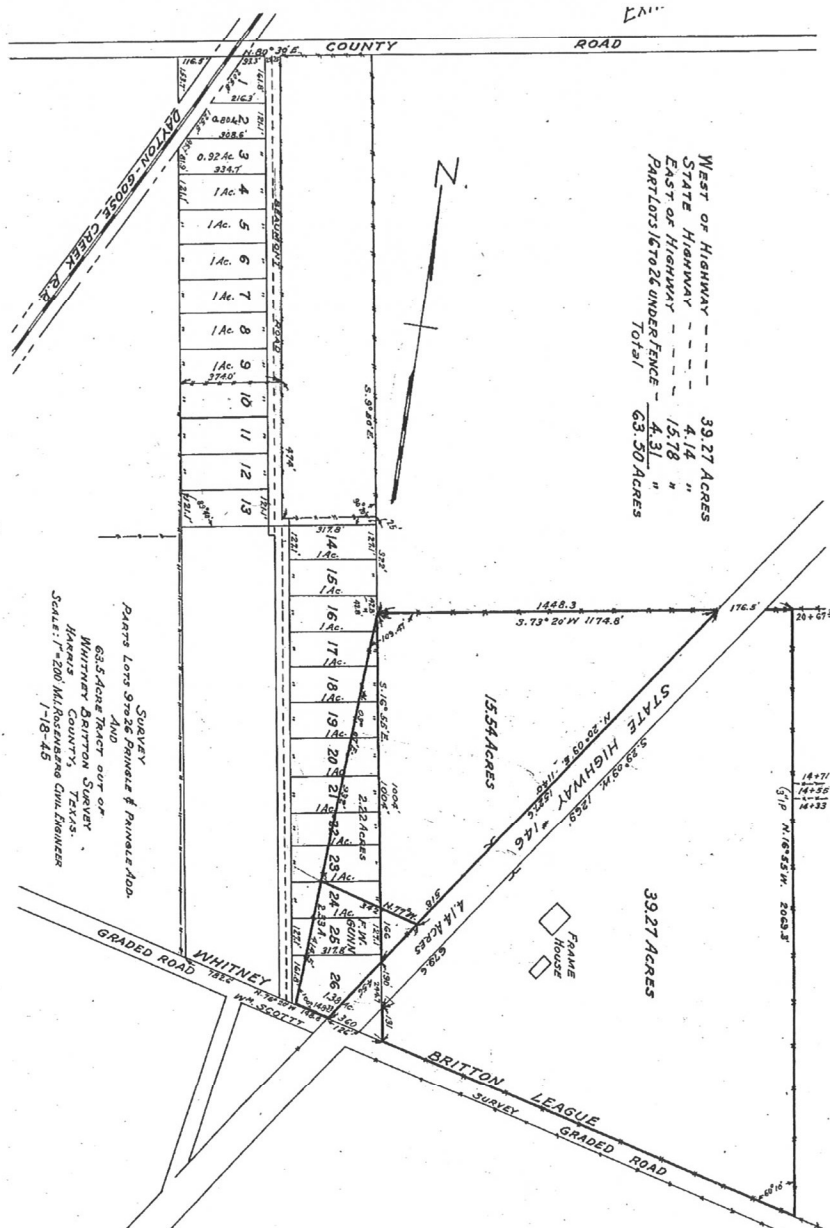
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Lina Hidalgo, as County Judge of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as governing body of **HARRIS COUNTY**.

\_\_\_\_\_  
Notary Public Signature

Grantee's Address:  
1111 Fannin Street, 11th Floor  
Houston, Texas 77002

# EXHIBIT "A"



Filed for record Jan. 23, 1945, at 2.00 O'clock P.M. Recorded Apr. 30, 1945, at 4.25 O'clock P.M.  
 W. D. MILLER, Clerk County Court, Harris County, Texas. By Edg. Neubauer Deputy.

No. 244970

United States of America

To

San Jacinto River Conservation and Reclamation District of Texas

Quitclaim Deed

This Deed, made this 17th day of April, 1945, by and between the United States of America (hereinafter called the "Government"), acting by and through the Federal Works Administrator (hereinafter called the "Administrator"), and San Jacinto River Conservation and Reclamation District, a governmental agency, body politic and corporate created and existing

RECORDER'S MEMORANDUM:  
 All Or Parts Of The Text On This Page  
 Was Not Clearly Legible For Satisfactory  
 Recordation

1 pursuant to the laws of the State of Texas (hereinafter called the "District"): Whereas, pursuant  
 2 to the provisions of Public No. 849, 76th Congress, approved October 14, 1940, as amended by  
 3 Public Law 42, 77th Congress, approved April 29, 1941, Public Law 137, 77th Congress, approved  
 4 June 28, 1941, Public Law 409, 77th Congress, approved January 21, 1942, Public Law 522, 77th  
 5 Congress, approved April 10, 1942, Public Law 119, 78th Congress, approved July 7, 1943, Public  
 6 Law 150, 78th Congress, approved July 15, 1943, and Public Law 279, 78th Congress, approved April  
 7 1, 1944 (hereinafter called the "Act"), the Government has acquired certain water facilities  
 8 known as the "East Canal" and being a part of the Harris County War Industries Water Supply,  
 9 Project Tex. 41-564, located in the northeastern part of Harris County, Texas; and Whereas, pursuant  
 10 to the authority conferred by the Act, the Government has agreed to sell to the District and the  
 11 District has agreed to purchase from the Government the aforesaid East Canal upon terms which the  
 12 Administrator deems to be in the public interest; and Whereas, the  
 13 Government has agreed to transfer to the District all of the Government's right, title and  
 14 interest in and to such East Canal: Now, Therefore, Know All Men By These Presents: That the  
 15 Government, in consideration of the premises and the payment to it by the District of the sum of  
 16 Seven Hundred Seventy Thousand, One Hundred Ninety-five Dollars (\$770,195.00) and other good and  
 17 valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release  
 18 and forever quitclaim unto the San Jacinto River Conservation and Reclamation District of Texas,  
 19 all the Government's right, title and interest in and to said East Canal and in and to the follow-  
 20 ing described real property, easements, rights-of-way, and improvements thereon:  
 21 Parcels numbers W-1, E-1, E-1A, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13, E-14, E-15,  
 22 E-16, E-17, E-18A, E-18B, E-19, E-20, E-21, E-22, E-23, E-24, E-25, E-26, E-26A, E-27, E-28, E-29,  
 23 E-30, E-31, E-31A, E-32, E-33, E-33A, E-34, E-35N, E-36N, E-42, E-43, E-44, E-45, E-46, E-47, E-48,  
 24 E-49, E-50, E-50A, E-51, E-52N, E-53, E-54, E-55N, E-56, E-58A, E-58B, E-58C, E-58D, E-58E, E-58F,  
 25 E-58G, E-58H, E-59, E-59A, E-59B, E-59C, E-59D, E-59E, E-59F, E-59F-1, E-59F-2, E-59G, E-59H,  
 26 E-60, E-60A, E-61, E-62, E-63, E-64, E-65, E-65A, E-66, E-67, E-68, E-69, E-70, E-71, E-72, E-73,  
 27 E-74, E-75, E-76, E-77, E-78, E-79, E-80, ER-1, ER-2, ER-3, ER-4, ER-5, ER-7, ER-8, ER-9, ER-10,  
 28 ER-11, ER-12, ER-13, ER-14, ER-15, ER-16, ER-17, ER-18 and ER-19 as the same are shown and des-  
 29 cribed on the attached plats and maps of said parcels, together with all improvements, structures,  
 30 and appurtenances constructed in and on said land by the Government and including but not res-  
 31 tricted to: force mains, fencing, bridges, canals, siphons, drainage ditches, reservoir with  
 32 levees, dikes and spillways, metering facilities, equipment and meter boxes, and any and all  
 33 appurtenant structures and facilities and the pipe line crossing under the San Jacinto River  
 34 constructed between the east boundary of Parcel W-1 and the west boundary of Parcel E-1 under a  
 35 permit from the War Department dated January 2, 1943. No representation as to the authority to  
 36 assign such permit is made. The estates and  
 37 interests in said lands herein conveyed is the respective estate and interest of the Government  
 38 acquired by condemnation proceedings in the United States District Court for the Southern District  
 39 of Texas, Houston Division, in Civil Action numbers 898, 902, 905, 909, 910, 920, 921, 922, 926,  
 40 927, 930, 931, 937, 941, 945, 961, 1017, 962, 1034, 1037, 1105, 1111, 1115, 1136, 1221 and 1448,  
 41 excepting that Parcels E-78 and E-80 were procured by easement deed from Humble Oil and Refining  
 42 Company to United States of America, said deed dated June 3, 1943 and of record in the office of  
 43 the County Clerk of Harris County, Texas, and Parcels ER-5, ER-6, ER-7, ER-10, ER-12 and ER-19  
 44 were conveyed by various persons to the United States of America and the jurisdiction of said  
 45 lands has been transferred to the Administrator. The District is fully advised as to the  
 46 Government's obligations to furnish water necessary for war industries in the vicinity of the  
 47 East Canal and of the existing contracts by which the Government is obligated to furnish such  
 48 water, and this conveyance is conditioned that the District will furnish water in sufficient

1 quantities, if available, to the war industries now existing, or that may hereafter be  
 2 established during the existence of the emergency which was declared by the President to  
 3 exist on September 8, 1939, and for six months thereafter, or for the periods of time set  
 4 forth in any existing contracts, whichever is longer, and the District agrees to accept  
 5 assignment of all such contracts and the District agrees to fully perform same.

6 (This conveyance is further conditioned that the Government, through its duly authorized repre-  
 7 sentatives, shall have the right for the duration of the present emergency and six months  
 8 thereafter, and for the duration of any and all contracts with consumers, at any reasonable  
 9 time, to enter upon and inspect the East Canal, and should it be determined that adequate  
 10 quantities of water are not being supplied war industries, the Government, through its  
 11 duly authorized representatives, may repossess said East Canal for the duration of the present  
 12 emergency and six months thereafter, and for the duration of existing contracts with consumers,  
 13 during which period of operation by the Government, the revenue arising from the operation of the  
 14 East Canal shall be collected by the Government should it take possession hereunder, and such  
 15 revenues shall first be applied to the cost of maintenance and operation of the East Canal and the  
 16 balance, if any, shall be paid to the District. In Witness Whereof, the United States of America  
 17 has caused these presents to be executed in its name by the Federal Works Administrator and the  
 18 seal of the Federal Works Agency to be hereunto affixed the day and year first above written.

19 United States Of America Federal Works Agency By Philip B. Fleming, Federal Works Administrator

20 Attest: Maude E. Lyles (Seal)

21 United States of America, District of Columbia SS

I, Maude E.

22 Lyles, a Notary Public in and for the District of Columbia, and as such officer authorized  
 23 to take acknowledgments of deeds, do hereby certify that Philip B. Fleming, Federal  
 24 Works Administrator, personally known to me to be the person and officer whose name is sub-  
 25 scribed to the foregoing instrument, appeared before me and acknowledged the said instrument  
 26 to be of his free act and deed in his said capacity and the free act and deed of the said  
 27 United States of America for the purposes and consideration therein expressed, and the seal  
 28 thereto affixed is the seal of the Federal Works Agency.

29 In Witness Whereof, I have hereunto set my hand and affixed my official seal in Washington,  
 30 D. C. this 17th day of April, 1945.

31 Maude E. Lyles, Notary Public District of Columbia

32 My Commission Expires October 15, 1948. (Seal)

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 34 For Map See Next Page  
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# EXHIBIT "B"

Metes and Bounds Description  
San Jacinto River Authority Easement Crossing  
UPIN 23030MF2MV01  
Tract 1  
1 of 1

Description of a 0.2763 acre (12,035 square feet) tract of land out of a called 101.78 acre tract described in a deed to Century Land Holdings of Texas, LLC as recorded under Harris County Clerk's File No. RP-2022-360955, and being a portion of a 120-foot wide San Jacinto River Authority canal as recorded in Volume 1163, Page 576, of the Harris County Deed Records, in the Reuben White Survey, Abstract No. 84, in Harris County, Texas, said 0.2763 acre tract being more particularly described as follows (with bearings referenced to the Texas Coordinate System of 1983, South Central Zone. The coordinates shown are grid coordinates and may be converted to surface values by applying a combined scale factor of 0.9999071937):

BEGINNING at a 5/8-inch iron rod with "McKim & Creed" cap found on the easterly line of said San Jacinto River Authority canal at its intersection with the northerly right-of-way line of a proposed street, which marks an interior corner of said 101.78 acre tract, said point having grid coordinates of North = 13,882,598.82 feet, East = 3,217,816.33 feet, and from which a 1/2-inch iron rod found on the southerly line of St. Charles Place Second Section as recorded in Volume 23, Page 7, of the Harris County Map Records, which marks the northeasterly corner of a 20-foot wide roadway easement granted to Harris County by document recorded under Harris County Clerk's File No. RP-2019-198506, bears North 46° 55' 24" West, 1,590.68 feet, said point marks the beginning of a curve to the right and having grid coordinates of North = 13,883,685.12 feet, East = 3,216,654.54 feet;

THENCE, southeasterly, 42.59 feet, along the easterly line of said San Jacinto River Authority canal and along the arc of said curve to the right (central angle = 06° 43' 23"; radius = 363.00 feet; chord bearing and distance = South 05° 22' 48" East, 42.57 feet) to a 5/8-inch iron rod with "McKim & Creed" cap set for a point of tangency;

THENCE, South 02° 01' 07" East, continuing along said easterly line, a distance of 57.61 feet to a 5/8-inch iron rod with "McKim & Creed" cap found for an interior corner of said 101.78 acre tract which marks the southeasterly corner of this herein described tract and being on the southerly right-of-way line of said proposed street;

THENCE, South 89° 33' 18" West, crossing said San Jacinto River Authority canal along a southerly line of said 101.78 acre tract and the southerly line of said proposed street, a distance of 120.05 feet to a 5/8-inch iron rod with "McKim & Creed" cap set on the westerly line of said San Jacinto River Authority canal which marks the southwesterly corner of this herein described tract;

THENCE, North 02° 01' 07" West, departing said proposed right-of-way line along the westerly line of said San Jacinto River Authority canal, a distance of 54.31 feet to a 5/8-inch iron rod with "McKim & Creed" cap set for the beginning of a tangent curve to the left;

THENCE, northwesterly, 46.12 feet, continuing along the westerly line of said San Jacinto River Authority canal and along the arc of said curve to the left (central angle = 10° 52' 28"; radius = 243.00 feet; chord bearing and distance = North 07° 27' 21" West, 46.05 feet) to a 5/8-inch iron rod with "McKim & Creed" cap set on a northerly line of said 101.78 acre tract and the northerly right-of-way line of said proposed street for the northwesterly corner of this herein described tract;

THENCE, North 89° 33' 18" East, crossing said San Jacinto River Authority canal along said northerly line and said northerly right-of-way line, a distance of 121.91 feet to the POINT OF BEGINNING and containing a computed area of 0.2763 acre (12,035 square feet) of land.

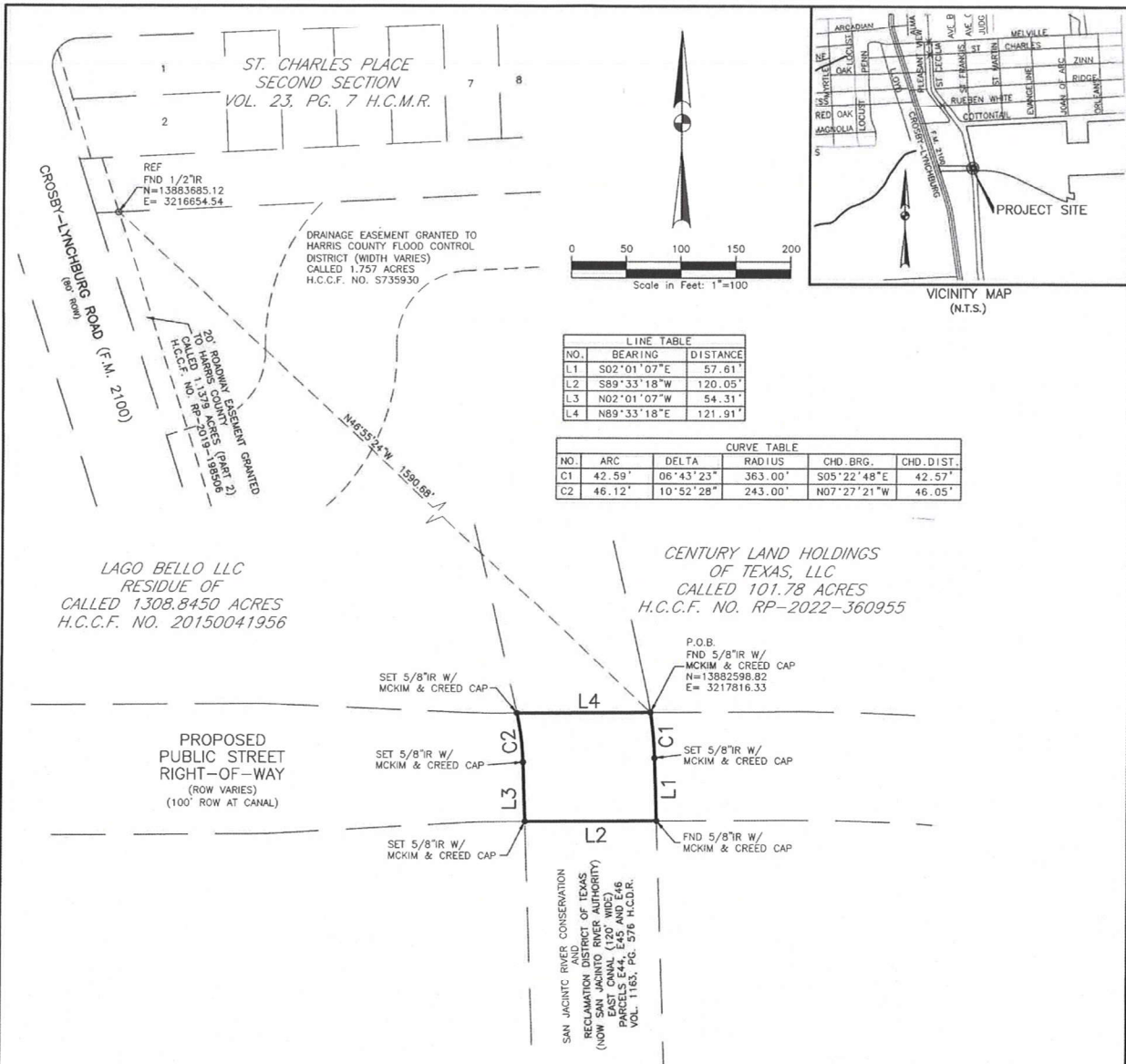
This description is accompanied by a boundary survey dated July 1, 2022, and revised July 15, 2022.

Compiled by:

McKim & Creed, Inc.  
9960 W. Sam Houston Pkwy. S, Suite 200  
Houston, Texas 77099  
Phone: 713-659-0021  
TBPELS Firm Registration No. 10177600  
Date: July 1, 2022  
Job No.:08300-0003  
Revised: July 15, 2022



*Robert W. Terry*  
7-15-22



| LINE TABLE |             |          |
|------------|-------------|----------|
| NO.        | BEARING     | DISTANCE |
| L1         | S02°01'07"E | 57.61'   |
| L2         | S89°33'18"W | 120.05'  |
| L3         | N02°01'07"W | 54.31'   |
| L4         | N89°33'18"E | 121.91'  |

| CURVE TABLE |        |           |         |             |             |
|-------------|--------|-----------|---------|-------------|-------------|
| NO.         | ARC    | DELTA     | RADIUS  | CHD. BRG.   | CHD. D.IST. |
| C1          | 42.59' | 06°43'23" | 363.00' | S05°22'48"E | 42.57'      |
| C2          | 46.12' | 10°52'28" | 243.00' | N07°27'21"W | 46.05'      |

| TRACT TABLE |               |                              |                       |                                     |                                |
|-------------|---------------|------------------------------|-----------------------|-------------------------------------|--------------------------------|
| PARCEL NO.  | TRACT ACREAGE | TAKING                       | TRACT REMAINING ACRES | PROPERTY OWNER                      | HCAD ACCOUNT NO.               |
| TRACT 1     | 101.78 ACRES  | 12,035 SQ.FT. OR 0.2763 ACRE | 101.50 ACRES          | CENTURY LAND HOLDINGS OF TEXAS, LLC | 0410400020338<br>0410400020110 |

TO: CENTURY LAND HOLDINGS OF TEXAS, LLC, A COLORADO LIMITED LIABILITY COMPANY, SAN JACINTO RIVER AUTHORITY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY THROUGH ITS AGENT, CAPITAL TITLE OF TEXAS, LLC:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND COMPLETED ON JUNE 23, 2022, THAT THIS DRAWING ACCURATELY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, SURVEY.

- NOTES:
- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
  - ALL COORDINATES SHOWN ARE GRID COORDINATES AND MAY BE CONVERTED TO SURFACE VALUES BY APPLYING A COMBINED SCALE FACTOR OF 0.9999071937. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.
  - THE SURVEYOR HAS RELIED ON THE INFORMATION PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, OF NO. 201-5201889-MO, WITH AN EFFECTIVE DATE OF APRIL 17, 2022, REGARDING EASEMENTS AND OTHER ENCUMBRANCES OF RECORD ON THE SUBJECT PROPERTY. MCKIM & CREED, INC. HAS PERFORMED NO ADDITIONAL SEARCH OF THE HARRIS COUNTY CLERK'S RECORDS.
  - THIS SURVEY DID NOT ATTEMPT TO LOCATE ANY FAULT LINES, WETLANDS OR OTHER ENVIRONMENTAL ISSUES, SHOULD THEY EXIST.
  - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO 4820100735 M, DATED JANUARY 6, 2017, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (UNSHADED), DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS INFORMATION IS AS PUBLISHED BY FEMA AND MCKIM & CREED, INC. MAKES NO WARRANTY AS TO ITS ACCURACY OR COMPLETENESS.
  - THE PROPERTY SHOWN HEREON IS ONLY A PORTION OF THE PROPERTY DESCRIBED IN THE REFERENCED TITLE COMMITMENT.
  - AS OF THE DATE OF THIS SURVEY, HARRIS COUNTY HAS NO ZONING REGULATIONS.
  - THE HOUSTON PIPELINE COMPANY EASEMENT REFERENCED IN THE TITLE COMMITMENT DOES NOT AFFECT THE SUBJECT TRACT.
  - THE SURVEYOR BELIEVES THAT THE SUBJECT PROPERTY IS NOT AFFECTED BY THE DRILL SITES REFERENCED IN THE TITLE COMMITMENT. THE LOCATIONS OF THE DRILL SITES CAN NOT BE DETERMINED FROM THE RECORDED DOCUMENT.
  - THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JUNE 23, 2022.
  - THIS SURVEY IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION DATED JULY 1, 2022, AND REVISED JULY 15, 2022.

*Robert W. Terry* 7-15-22  
 ROBERT W. TERRY  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4420



BOUNDARY SURVEY  
 0.2763 ACRE (12,035 SQ.FT.)  
 REUBEN WHITE SURVEY, A-84  
 HARRIS COUNTY, TEXAS

SAN JACINTO RIVER AUTHORITY  
 EASEMENT CROSSING  
 UPIN 23030MF2MV01  
 RIGHT-OF-WAY DONATION  
 TRACT 1

**MCKIM & CREED**  
 ENGINEERS, SURVEYORS, PLANNERS  
 9960 West Sam Houston Parkway South, Suite 200  
 Houston, TX 77099  
 713.659.0021  
 www.mckimcreed.com  
 TBPELS Firm Registration No. 101776-00

|        |           |           |                  |
|--------|-----------|-----------|------------------|
| SCALE: | 1" = 100' | JOB NO.   | 08300-0003       |
| DATE:  | 07-01-22  | F.B. NO.  | HOU 1311         |
| DRN:   | BT        | CHK:      | BT               |
|        |           | PROJ.FCT: | BARRETT CROSSING |

Date: November 14, 2023

## PROPOSED GIFT TO HARRIS COUNTY, TEXAS

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**DEPARTMENT ACCEPTING GIFT AND SUBMITTING REQUEST TO COMMISSIONERS COURT**

---

| Department Name            | Fund | Department # |
|----------------------------|------|--------------|
| Harris County - Precinct 3 | 1070 | 03570010     |

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**DEPARTMENT RETAINING GIFT UPON COMMISSIONERS COURT APPROVAL (IF DIFFERENT FROM ABOVE DEPARTMENT)**

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| Department Name | Fund | Department # |
|-----------------|------|--------------|
|                 |      |              |

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An Encroachment Agreement across a 0.2763 acre (12,035 square feet) tract of  
land situated in the Reuben White Survey, Abstract No. 84, Harris County, Texas.  
 Gift Description\*

\$ 10,831.50  
 Total Dollar Amount or Estimated Market Value\*

SAN JACINTO RIVER AUTHORITY, a body corporate and politic under the laws of the State of Texas  
 Name of Donor(s)

**\*Harris County's acceptance of this donation/gift does not represent Harris County's agreement with the property owner's appraised value or claimed fair market value.**

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**Special Purposes/Restrictions:**

None

**NOTE:** If there are no restrictions, please indicate. If more space is required, please identify or summarize above and indicate that there is an attachment.

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Accepted:

Harris County, Texas

By: Lina Hidalgo, County Judge

Per Commissioners Court Order:      Volume \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_