

WATERLINE EASEMENT

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

Grantor: **COUNTY OF HARRIS**, a body corporate and politic under the laws of the State of Texas

Grantor's Mailing Address:

1111 Fannin Street, 11th Floor
Houston, Texas 77002

Grantee: **NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY**, a political subdivision of the State of Texas, a governmental agency, and a body politic and corporate

Grantee's Mailing Address:

North Harris County Regional Water Authority
c/o Property Acquisition Services, LLC
19855 Southwest Frwy., Suite 200
Sugar Land, Texas 77479

Consideration:

FOUR-THOUSAND ONE-HUNDRED NINETY-SIX and No/100 DOLLARS (\$4,196.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor.

Easement Area Granted:

Being a 0.1338 acre (5,828 square feet) tract of land situated in the L. M. Prior Survey, Abstract No. 635, and being out of Lot 13 of North Houston Gardens No. 3 as recorded in Volume 275, Page 265, of the Harris County Deed Records, and out of a called 2.3224 acre tract awarded to Harris County by Final Judgment as recorded under Clerk's File No. RP-2019-409078 of the Harris County Official Public Records of Real Property, and also out of an apparent residue of land between the north line of North Houston Gardens No. 3 as found monumented and the north line of said L. M. Prior Survey and south line of the W.C.R.R. Co. Section 11, Block 4 Survey, Abstract No. 924, as said common survey line is described by Corrected Field Notes for the W.C.R.R. Co. No. 11, Block 4 Survey, as recorded in Harris Scrip File No. 214 in the General Land Office of the State of Texas, said

0.1338 acre tract being more particularly depicted and described by metes and bounds on on Exhibit "A" attached hereto and incorporated herein by reference (the "**Easement Area**").

Easement Purpose:

A perpetual, non-exclusive easement for one (1) pipeline not to exceed twenty-four (24) inches in diameter for water line purposes ("**Water Line Easement**"), subject to the terms and provisions hereinafter set forth over, across, along, under and upon the Easement Area.

Reservations:

GRANTOR expressly reserves unto itself and GRANTOR's successors and assigns, the right to use and enjoy the land covered by the Easement Area for any purpose so long as said use and enjoyment does not unreasonably interfere with the rights hereby granted to GRANTEE. GRANTOR reserves the right: (i) to grant additional easements and rights-of-ways across (but not along) the Easement Area to such other persons or entities and for such purposes as GRANTOR may desire, including the right to dedicate private and public roads across (but not along) the Easement Area; (ii) to construct or locate upon or across the surface of the Easement Area landscaping (but not trees), irrigation systems, paved parking areas together with associated curbs, fences, private lighting, private electrical lines, jogging trails, sidewalks, and signage; and (iii) to construct or locate across (but not along) the Easement Area public and private roads and streets, underground water mains, storm water lines, sanitary sewer lines, and other utilities. The uses of and improvements permitted on the Easement Area, as specified in clauses (i) through (iii) above or as otherwise approved pursuant to the terms of this Waterline Right-of-Way Easement, are referred to herein as the "**Permitted Encroachments**".

GRANTOR shall grant, dedicate, or construct the Permitted Encroachments on the Easement Area only in such a manner that: GRANTEE's waterline is not endangered, obstructed, damaged, or interfered with; GRANTEE's access to the Easement Area is not interfered with; the grade of the Easement Area is not changed and cover over the waterline is not reduced below forty-eight (48) inches; GRANTEE's waterline is left with proper, sufficient, and permanent support; and any easements, rights-of-way, road or street dedications, roads, streets, water mains, storm sewer lines, sanitary sewer lines and other utilities shall cross the Easement Area at an angle not less than seventy-five (75) degrees, nor more than one-hundred-five (105) degrees to GRANTEE's waterline. Further, in connection with the design and installation of any Permitted Encroachments, vertical and horizontal separation shall be maintained between the Permitted Encroachments and GRANTEE's waterline as may be prescribed by law or good engineering practices, but in no event shall any Permitted Encroachment be constructed or installed so as to have separation of less than twenty-four (24) inches from the water line; provided, however, that with respect to roads, streets, and paved parking areas, there shall be maintained separation of not less than forty-eight (48) inches between the bottom of the road, street, or paved parking area and the top of the waterline.

Exceptions to Conveyance and Warranty:

This conveyance is made by GRANTOR and accepted by GRANTEE subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, leases and easements of record in Harris County, Texas, including building and zoning ordinances, all laws, regulations and restrictions by municipal or other government authorities, if any, applicable to and enforceable against the GRANTEE and such other matters as may be apparent to GRANTEE from an inspection of the Easement Area.

GRANTEE shall have access across, under and upon the Easement Area, and may enter such Easement Area to engage in such activities, as may be necessary, requisite, convenient or appropriate in connection with the purposes for which the Water Line Easement is granted. GRANTEE'S rights in and to the Easement Area shall include, without limitation, the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Water Line Easement in and to the Easement Area is granted. Any and all plans and specifications for any such use and/or improvements to be constructed upon the Easement Area by GRANTEE will be submitted to and approved by GRANTOR prior to the initiation of any such use or construction.

Within a reasonable time following completion of construction and thereafter following each entry upon the Easement Area for the purposes authorized herein, GRANTEE shall, to the same extent reasonably practicable: (i) repair all damage to Permitted Encroachments directly caused by its activities and promptly restore the surface of the Easement Area to a condition the same as or better than immediately preceding installation of the water line; and (ii) clean-up and restore the surface of the Easement Area to the condition that existed immediately prior to or better than the condition that existed immediately prior to such entry and activities on the Easement Area by the GRANTEE. Nothing contained herein is intended to circumvent or relieve GRANTEE of any existing permitting or approval requirements of Harris County or any other governing agency with jurisdiction.

GRANTOR for the consideration, and subject to the reservations from and exceptions to conveyance and warranty described herein, GRANTS, and CONVEYS to GRANTEE, the above-described Water Line Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold unto GRANTEE, its successors and assigns forever. GRANTOR hereby binds itself, its successors and assigns to warrant and forever defend all and singular said Water Line Easement, subject to the exceptions to and reservations from warranty and conveyance set out above, to GRANTEE, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, and under GRANTOR, but not otherwise.

The Water Line Easement herein conveyed is an underground easement, and it is expressly agreed and provided that Grantee shall not have the right to make use of the surface of the Easement Area other than for appurtenances that are related to the Water Line Easement and are necessary, requisite, convenient or appropriate in connection with the purposes for which this Water Line Easement is granted, with the prior written consent of Grantor. In the event the County

Grantor shall construct a pedestrian trail on or across the easement, and the trail conflicts with or endangers the integrity of the water line, the cost of any reasonable relocation or encroachment of the line shall be borne by the Grantee, its successors, or assigns.

Should this easement fail to be used by Grantee, its successors, or assigns, for the purpose herein granted, for a period of twenty-four (24) months or longer, the easement shall at their option revert to Grantor, its successors, or assigns

GRANTOR makes no representation, warranty, or guarantee with respect to the condition of the Easement Area. GRANTEE accepts the Easement Area "as is, where is and with all faults".

GRANTEE agrees to comply at all times, and at its sole cost, with all applicable federal, state and local laws, rules, regulations and safety standards in connection with GRANTEE's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair, removal and service of the water line.

[Signature pages to follow]

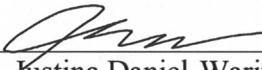
EXECUTED this _____ day of _____, 2023.

GRANTOR:

COUNTY OF HARRIS, a body corporate and
politic under the laws of the State of Texas

By: _____
Lina Hidalgo, County Judge

APPROVED AS TO FORM:
Christian D. Menefee
Harris County Attorney

By:  _____
Justina Daniel-Wariya
Assistant County Attorney
CAO File No. 23RPD0097

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2023,
by Lina Hidalgo, as County Judge of Harris County, Texas and the presiding officer of the
Commissioners Court of Harris County, Texas, on behalf of Commissioners Court of Harris
County, Texas, as the governing body of Harris County Flood Control District.

[Seal]

Notary Public in and for the State of Texas

EXECUTED this 6th day of October, 2023.

GRANTEE:

NORTH HARRIS COUNTY REGIONAL WATER
AUTHORITY

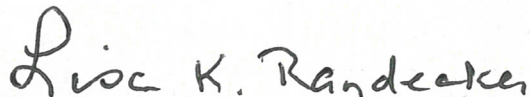
By: 
Jun Chang, General Manager

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of October, 2023, by Jun Chang, as General Manager of North Harris County Regional Water Authority on behalf of said organization.

[Seal]



Notary Public in and for the State of Texas

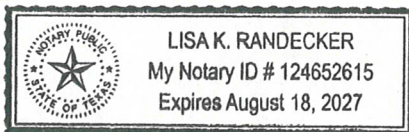


EXHIBIT A

**TRACT 31B-27 WLE
NHCRWA
WATERLINE EASEMENT**

**METES AND BOUNDS OF
0.1338 ACRE OF LAND SITUATED IN THE
L.M. PRIOR SURVEY, ABSTRACT NO. 635
HARRIS COUNTY, TEXAS**

Being a 0.1338 acre (5,828 square feet) tract situated in the L.M. Prior Survey, Abstract No. 635 and being out of Lot 13 of North Houston Gardens No. 3 as recorded in Volume 275, Page 265 of the Harris County Deed Records (HCDR) and out of a called 2.3224 acre tract awarded to Harris County by Final Judgment as recorded under Clerk's File No. RP-2019-409078 of the Harris County Official Public Records of Real Property (HCOPRRP), and also out of an apparent residue of land between the north line of North Houston Gardens No. 3 as found monumented and the north line of said L.M. Prior Survey and south line of the W.C.R.R. Co. Section 11, Block 4 Survey, Abstract No. 924, as said common survey line is described by Corrected Field Notes for the W.C.R.R. Co. No. 11, Block 4 Survey, as recorded in Harris Scrip File No. 214 in the General Land Office of the State of Texas, and being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") (Having a Grid coordinate of N: 13,900,145.72, E: 3,063,061.41) in said common survey line and the south line of a called 19.491 acre tract as described in deed to Harris County Flood Control District recorded under Clerk's File No. L530452 HCOPRRP, and being the northwest corner of the herein described tract, from which a found concrete monument bears South 87°51'58" West, a distance of 1,175.48 feet and a found 5/8-inch iron rod bears North 87°51'58" East, a distance of 3,196.76 feet;

THENCE, North 87°51'58" East, a distance of 290.21 feet, with said common survey line and the south line of said 19.491 acre tract, to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") for the northeast corner of the herein described tract, beginning a non-tangent curve to the right;

THENCE, in a southeast direction, in part with the east line of said 2.3224 acre tract and the west line of a called 2.4936 acre Easement for Roads, Road Drainage And Other Purposes (2.4936 acre Easement Tract) described in instrument as recorded under Clerk's File No. RP-2019-409078 HCOPRRP, with the arc of said non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of 00°35'30", an arc length of 20.14 feet, and a chord bearing South 08°51'44" East, 20.14 feet, passing a found 5/8-inch iron rod (with cap stamped " Kuo-RPLS 5858") at an arc length of 3.62 feet, to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") for the southeast corner of the herein described tract;

THENCE, South 87°51'58" West, a distance of 292.60 feet, along a line twenty (20) feet south of and parallel with said common survey line and the south line of said 19.491 acre tract, to a set 5/8-inch iron rod (with cap stamped "Jones|Carter Property Corner") in the east line of Lot 14 of North Houston Gardens No. 3 and the west line of said Lot 13 of North Houston Gardens No. 3 and said 2.3224 acre tract, for the southwest corner of the herein described tract;

THENCE, North 02°01'28" West, in part with the east line of said Lot 14 of North Houston Gardens No. 3 and the west line of said Lot 13 of North Houston Gardens No. 3 and said 2.3224 acre tract, passing a found 1/2-inch iron rod (Bent) at a distance of 16.75 feet, 0.21 feet east, continuing for a total distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.1338 acre (5,828 square feet) of land.

The distances are surface and may be converted to grid by my multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.

A separate Exhibit Map dated May 3, 2021 accompanies this Metes & Bounds Description.

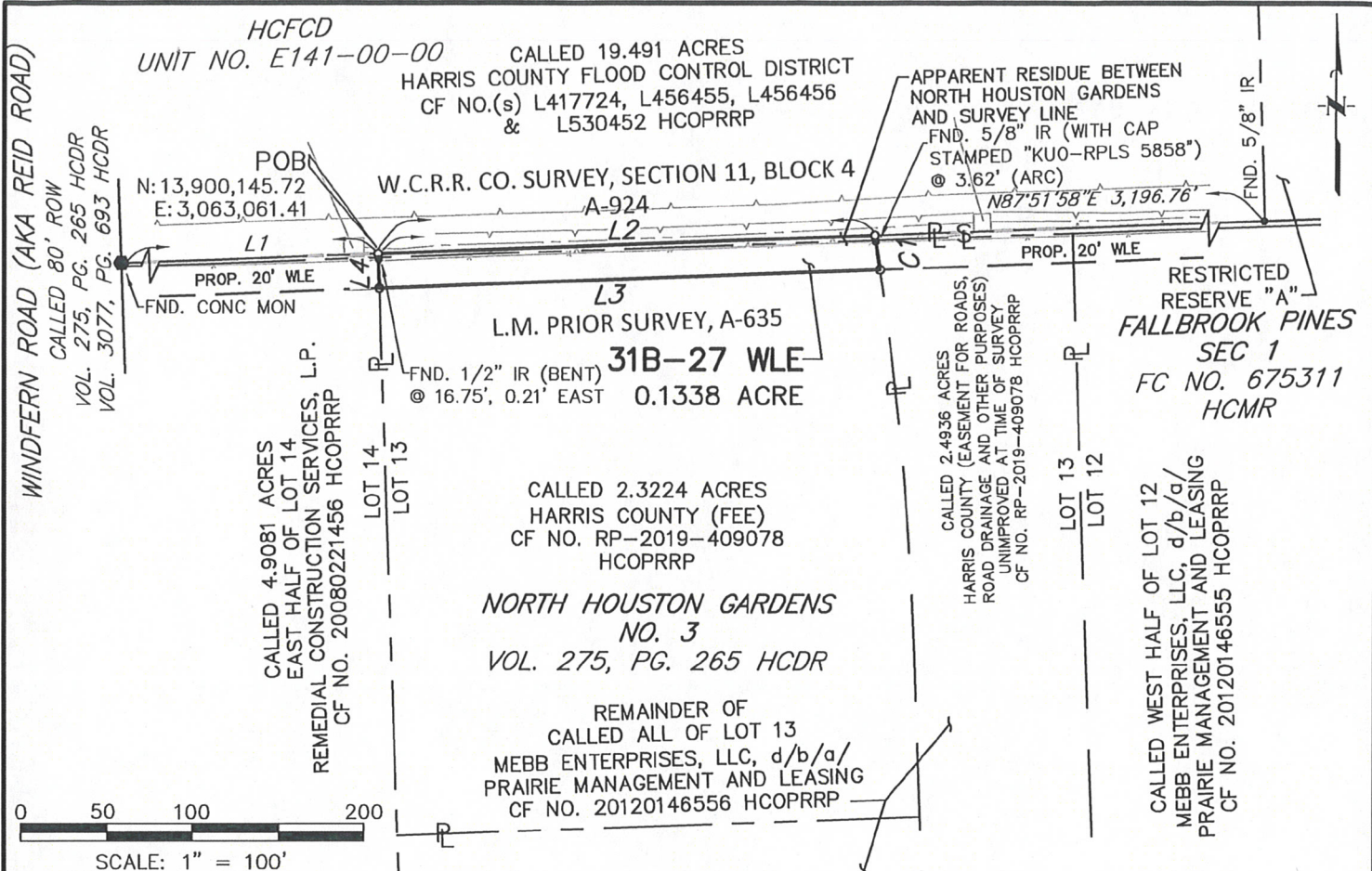
Jones | Carter
1575 Sawdust Road, Suite 400
The Woodlands, TX 77380-4241
(281) 363-4039

Lou Ann Montana

Acting By/Through Lou Ann Montana
Registered Professional Land Surveyor
No. 4269
lmontana@jonescarter.com
Texas Board of Professional Land Surveying
Registration No. 10046106



Original Issue: May 3, 2021
Revised July 30, 2021 to address comments



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1950.00'	0°35'30"	20.14'	S 08°51'44" E	20.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°51'58" E	1,175.48'
L2	N 87°51'58" E	290.21'
L3	S 87°51'58" W	292.60'
L4	N 02°01'28" W	20.00'

SYMBOL LEGEND	
•	FND IRON ROD
⊙	FND IRON PIPE
●	FND CONC MON
⊗	FND "X" CUT
○	SET IRON ROD

LEGEND

CF No.	CLERK'S FILE NUMBER
CONC. MON.	CONCRETE MONUMENT
FC No.	FILM CODE
HCDR	HARRIS COUNTY DEED RECORDS
HCMR	HARRIS COUNTY MAP RECORDS
HCOPRRP	HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
IP	IRON PIPE
IR	IRON ROD
PG	PAGE
PL	PROPERTY LINE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
ROW	RIGHT OF WAY
SQ. FT.	SQUARE FEET
SL	SUBDIVISION LINE
VOL	VOLUME

GENERAL NOTES:

- Surveyor relied upon Limited Title Certificate No. 2035264A-40 provided by Courthouse Specialists dated October 20, 2020, having an effective date of October 12, 2020. No additional research for easements or encumbrances was performed by Jones|Carter.
- A residue is apparent on the ground between the north line of North Houston Gardens No. 3 as found monumented and the north line of said L.M. Prior Survey, Abstract No. 635 and south line of the W.C.R.R. Co. Section 11, Block 4 Survey, Abstract No. 924, as said common survey line is described by Corrected Field Notes for the W.C.R.R. Co. No. 11, Block 4 Survey as recorded in Harris Scrip File No. 214 in the General Land Office of the State of Texas.
- Bearings and coordinates shown hereon are referenced to the Texas Coordinate System of 1983, South Central Zone based on the control monumentation provided to Surveyor. All distances shown are surface and may be converted to grid by multiplying by the combined scale factor of 0.99992513. Coordinates are grid and may be converted to surface by multiplying by the combined scale factor of 1.000074876.



We, Jones|Carter, acting by and through, Lou Ann Montana, hereby certify that the survey shown hereon is a true and correct representation of a survey made on the ground, under my supervision

Lou Ann Montana

Lou Ann Montana
Registered Professional Land Surveyor
State of Texas No. 4269

EXHIBIT MAP
TRACT 31B-27 WLE
0.1338 ACRE (5,828 SQ. FT.)
OUT OF LOT 13
NORTH HOUSTON GARDENS NO. 3
VOL. 275, PG. 265 HCDR
AND AN APPARENT RESIDUE
L.M. PRIOR SURVEY, A-635
HARRIS COUNTY, TEXAS



JONES|CARTER

COTTON SURVEYING DIVISION

Texas Board of Professional Land Surveying Registration No. 10046106
1575 Sawdust Road, Suite 400 • The Woodlands, TX 77380 • 281.363.4039

NO	REVISION	DATE	Checked By: LAM	Date: 05/3/2021	Scale: 1"=100'
1	ADDRESS COMMENTS	7/30/21	Project No: 05160-0020-00	Drawing Name: 31B-27 WLE.DWG	Sheet No. 1 of 1

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Initial View



Full Extent



Previous Extent



Next Extent



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