

SPECIAL WARRANTY CONVEYANCE OF WATER LINE EASEMENT (U 201-01-01)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

By the following terms, conditions and covenants, Grantor hereby assigns, bargains, conveys and sells this waterline easement unto to Grantee:

Grantor: **HARRIS COUNTY FLOOD CONTROL DISTRICT**, a political subdivision and special purpose district of the State of Texas

Grantor's Mailing Address:
9900 Northwest Freeway
Houston, TX 77092

Grantee: **HARRIS COUNTY MUD No. 55**, a political subdivision of the State of Texas

Grantee's Mailing Address:
2300 Pilgrims Point
Webster, TX 77598

Consideration:

For THREE THOUSAND FIVE HUNDRED AND SIXTY-THREE AND NO/100 DOLLARS---(\$ 3,563.00 and other good and valuable consideration, including the public purpose under statutory authority cited herein, and for the benefit of the public, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor and Grantee.

Easement Area:

Being an 0.0689 acre (3,000 square feet) tract of land situated in the T. Choate Survey, Abstract No. 12, Harris County, Texas, being out of and a part of a called 2.4011 acre tract, for a water pipeline not to exceed forty-eight (48) inches in diameter for water line purposes (herein "Water Line Easement"), subject to the terms and provisions hereinafter set forth over, across, along, under and upon the Easement Area, a further described and set out in Exhibit "A," attached hereto.

Within a reasonable time following completion of the initial construction of the pipeline, facilities or appurtenances, or at the expiration of two (2) years from the date of execution hereof, whichever occurs first, Grantee shall, to the same extent reasonably practicable, (i) repair all damage to the land or Grantor's improvements situated on the Easement that are directly caused by Grantee's activities and (ii) promptly clean up and restore the surface of the Easement to the condition that existed immediately prior to Grantee's entry and activities on the Easement.

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 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 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 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 Water Line Easement, are referred to herein as the "Permitted Encroachments."

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 Texas Local Government Code Section 272.001(l) and all other applicable law appertaining thereto and 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.

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 Grantor's 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.

Signatures on following pages

EXECUTED this _____ day of _____, 2024_.

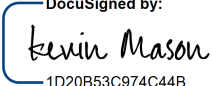
GRANTOR:

**HARRIS COUNTY FLOOD
CONTROL DISTRICT**, a political
subdivision of the State of Texas

By: _____
Lina Hidalgo, County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By:  03/21/24
1D20B53C974C44B...
Kevin E. Mason
Assistant County Attorney
CAO File No.: 23RPD0131

STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on the ____ day of _____, 2024, 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

GRANTEE:

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 55

By: *Robert Squires*

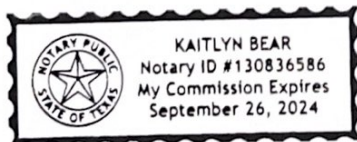
STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on the 19 day of March, 2024, by Robert Squires, President HCMUD 55 [Seal]



[Signature]
Notary Public in and for the State of Texas

EXHIBIT "A"

Easement Area

HCMUD 55 EL DORADO WATER LINE EXTENSION
0.0689 OF ONE ACRE
PROPOSED 20' WATER LINE EASEMENT

DECEMBER 8, 2022
JOB NO. 10596-00

DESCRIPTION OF A 0.0689 ACRE TRACT OF LAND SITUATED
IN THE T. CHOATE SURVEY, ABSTRACT NO. 12
HARRIS COUNTY, TEXAS

BEING a 0.0689 acre (3,000 square foot) tract of land situated in the T. Choate Survey, Abstract No. 12 of Harris County, Texas and being a portion of a called 2.4011 acre tract as described in an instrument to Harris County Flood Control District, recorded under Harris County Clerk's File Number (H.C.C.F. No.) G033509, said 0.0689 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 Northeast line of Block 1 of said HERITAGE PARK SEC. 29 as cited herein:

COMMENCING at a 5/8-inch iron rod with cap found for the common East corner of Lot 15 and Lot 16 of Block 1 of HERITAGE PARK SEC. 29, a subdivision per plat recorded under Film Code 544087 of the Harris County Map Records (H.C.M.R.) and the West corner of said 2.4011 acre tract;

THENCE, S 48°25'34" E, a distance of 209.98 feet along and with the Northeast line of said Block 1 and the Southwest line of said 2.4011 acre tract to the **POINT OF BEGINNING** and the West corner of the herein described tract, from which a 1/2-inch iron rod found for the East corner of Lot 13 of said Block 1 and interior corner of Restricted Reserve "A" of said HERITAGE PARK SEC. 29 bears S 38°30'35" W, a distance of 90.52 feet;

THENCE, N 41°50'45" E, a distance of 150.00 feet over and across said 2.4011 acre tract to the North corner of the herein described tract, lying along the Southeast line of a 150' Harris County Flood Control Drainage Easement of HERITAGE PARK SECTION SEVEN, a subdivision per plat recorded under Volume 293, Page 45 of the H.C.M.R. and the Northeast line of said 2.4011 acre tract;

THENCE, S 48°27'00" E, a distance of 20.00 feet along and with the Southeast line of said 150' Harris County Flood Control Drainage Easement of HERITAGE PARK SECTION SEVEN and the Northeast line of said 2.4011 acre tract to the common South corner of said 150' Harris County Flood Control Drainage Easement and Unrestricted Reserve "A" of said HERITAGE PARK SECTION SEVEN and the East corner of the herein described tract, lying on the Northwest right-of-way line of El Dorado Boulevard (100 foot width) as shown on said HERITAGE PARK SECTION SEVEN;

THENCE, S 41°50'45" W, a distance of 150.01 feet along and with the Northwest right-of-way line of said El Dorado Boulevard to the South corner of the herein described tract and the East corner of Restricted Reserve "A" of said HERITAGE PARK SEC. 29;

HCMUD 55 EL DORADO WATER LINE EXTENSION
0.0689 OF ONE ACRE
PROPOSED 20' WATER LINE EASEMENT

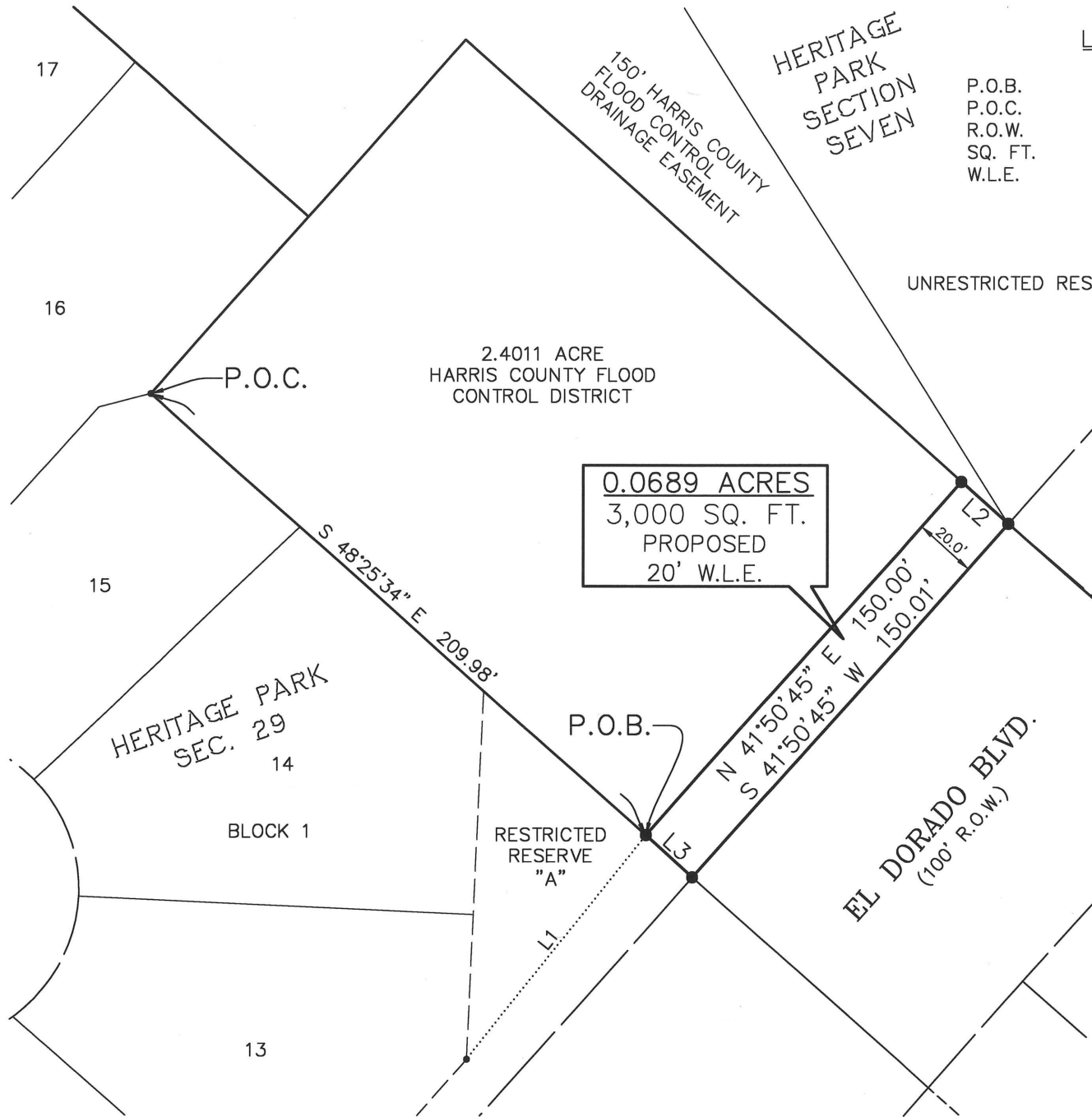
DECEMBER 8, 2022
JOB NO. 10596-00

THENCE, N 48°25'34" W, a distance of 20.00 feet along and with the Northeast line of said Block 1 and the Southwest line of said 2.4011 acre tract to the **POINT OF BEGINNING** and containing 0.0689 of one acre (3,000 square feet) of land.

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

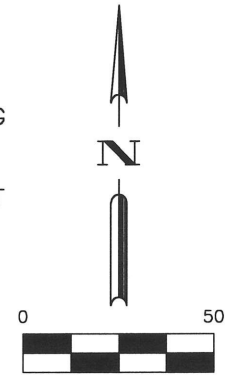


Austin Woo RPLS No. 6852
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500



LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
R.O.W. RIGHT-OF-WAY
SQ. FT. SQUARE FEET
W.L.E. WATER LINE EASEMENT



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 38°30'35" W	90.52'
L2	S 48°27'00" E	20.00'
L3	N 48°25'34" W	20.00'

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENT(S) SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.



BGE, Inc.
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Tel: 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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EXHIBIT OF A
0.0689 ACRE / 20' W.L.E.
SITUATED IN THE
T. CHOATE SURVEY, A-12
HARRIS COUNTY, TEXAS

Scale: 1"=50'	Job No.: 10596-00	Date: 12/2022	Drawing: 1 OF 1
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