

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(0.0184 acres)

THE STATE OF TEXAS

§

KNOW EVERYONE BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

That **CROSBY INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, whose mailing address is 14670 FM 2100, Crosby, TX 77532 ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash to Grantor in hand paid by **CROSBY MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas, whose mailing address is 103 W. Wahl, Crosby, TX 77532, ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto Grantee, its successors and assigns, a temporary construction easement (the "**Temporary Easement**") across, along, and upon that certain tract of land consisting of 800 square feet tract of land, more or less, being more particularly described on **Exhibit "A-1"** and depicted on **Exhibit "A-2"**, (the "**Property**"), each attached to this Temporary Construction Easement Agreement (this "**Agreement**") and made a part hereof for all purposes, for the purpose of staging construction, including storing and securing materials and equipment, for the Grantee's sanitary sewer line, (the "**Facilities**"), located within the approximately 1.266-acre sanitary sewer easement adjacent to the Property.

This Temporary Easement conveyed herein is for the purpose of providing a work and storage area for the construction and installation of the Facilities, which includes, without limitation, the storing of pipe, material, and equipment in, along, upon, and across the Property, and the right to bring and operate such equipment thereupon as may be reasonably necessary to effectuate the construction and installation of the Facilities, together with the right and privilege of the Grantee herein, its agents, employees, contractors, and representatives, of ingress and egress to and from the Property and the adjacent parcel on which the Facilities are being constructed and installed as reasonably necessary for the purposes for which the Temporary Easement is granted. Grantee will, after the conclusion of the Temporary Easement, restore the Property to substantially the same condition that existed immediately before Grantee's use of the Property, at Grantee's sole cost and expense; provided, however, Grantee shall not be required to replace any trees, shrubs, or vegetation except to the extent damaged or removed by Grantee or its agents, employees, contractors, or representatives.

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 Property and appearing of record in the Real Property Records of Harris County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Property; provided, however, Grantor, to the extent that it has the ability to enforce any of said items or matters, agrees that it will not enforce said items and matters in a manner which would unreasonably prejudice or interfere with Grantee's rights in the Temporary Easement.

This Temporary Easement period shall begin on the date the Agreement is signed and shall expire on the earlier of (i) six (6) months after the date of final completion of the initial construction of the Facilities, or (ii) twenty-four (24) months after the date this Agreement is signed. The expiration or termination of the Temporary Easement shall be automatic without the necessity of any further instrument; provided, however, Grantee shall, upon Grantor's written request, execute and record a written release confirming such expiration or termination.

The Grantee and its contractor utilizing the Temporary Easement agree to include the Property in their respective insurance coverage while occupying the Property for the duration of the Agreement.

This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Harris County, Texas.

This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, provided that no such document, instrument, or act shall materially increase a party's obligations or decrease its rights under this Agreement.

This Agreement and any exhibits are the entire agreement of the parties concerning the Property and the grant of the Temporary Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this Agreement and any exhibits.

If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and the neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to

the intended recipient at the address shown in this Agreement. Notice may be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Temporary Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress, unto said Grantee, its successors and assigns, for the term of the Temporary Easement set forth herein. Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular the said Temporary 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 during the term of the Temporary Easement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF this instrument is executed the ____ day of _____,
2026.

CROSBY INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day, personally appeared _____, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of **CROSBY INDEPENDENT SCHOOL DISTRICT** and that (s)he executed the instrument as the act of said entity for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this ____ day of _____, 2026.

Notary Public in and for the State of Texas

AGREED TO AND ACCEPTED as of the ____ day of _____, 2026.

CROSBY MUNICIPAL UTILITY DISTRICT

By: _____
Name: _____
Title: _____

(District Seal)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day, personally appeared _____, proved to me to be the person and the _____ of the Board of Directors whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of **CROSBY MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas, and that (s)he executed the instrument as the act of said political subdivision for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this ____ day of _____, 2026.

Notary Public in and for the State of Texas

After recording return to:
c/o Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Attention: Teresa Menacho, Paralegal

EXHIBIT "A-1"

Temporary Construction Easement Tract

METES AND BOUNDS DESCRIPTION OF 0.0184 ACRE (800 SQUARE FEET) OF LAND IN THE HUMPHREY JACKSON SURVEY, A-37 HARRIS COUNTY, TEXAS

Being 0.0184 acre (800 square feet) of land in the Humphrey Jackson Survey, Abstract Number 37, in Harris County, Texas, being a portion of the 63.299 acre tract described in the deed from Diamondhead Corporation to Crosby Independent School District recorded under File No. D617435 of the Official Public Records of Real Property of Harris County, Texas, and being 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 1/2-inch iron rod found for the northeast corner of the 20.00 acre tract described in the deed from Purcell Co., Inc. to Crosby Independent School District recorded under File No. K839375 of the Official Public Records of Real Property of Harris County, Texas, in the south line of said 63.299 acre tract, from which a 1/2-inch iron rod found for the northwest corner of said 20.00 acre tract bears South 87° 47' 14 West – 2178.00 feet;

THENCE North 43° 29' 20" East – 635.14 feet, across said 63.299 acre tract, to the southwest corner and **POINT OF BEGINNING** of the herein described easement;

THENCE, across said 63.299 acre tract, the following courses and distances:

North 02° 54' 59" West - 40.00 feet to the northwest corner of the herein described easement;

North 87° 05' 01" East - 20.00 feet to the northeast corner of the herein described easement;

South 02° 54' 59" East - 40.00 feet to the southeast corner of the herein described easement;

South 87° 05' 01" West – 20.00 feet, to the **POINT OF BEGINNING** of the herein described easement and containing 0.0184 acre (800 square feet) of land.

Prepared by:
IDS Engineering Group
TxSurv Firm 10110700
Job No. 1328-069-01-560

April 28, 2026



Carlos Jaramillo
Registered Professional Land Surveyor
Texas Registration Number 6960



\\va\jobs\1300\1328-069-01 pacan Estates EM Est SS Krenok\LSITack 560 Esmts\Work In Progress\TCE Crochw Mud- MP dwg [PLOT] Plotted Apr 28, 2026 at 1:19pm by claramillo

