

SANITARY SEWER EASEMENT AGREEMENT
(1.266 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 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 hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, a non-exclusive, permanent and perpetual sanitary sewer easement and right-of-way (the "**Easement**") for the construction, installation, placement, maintenance, repair, protection, relocation, replacement, alteration, substitution, enlargement, changing the size, removal, inspection, and operation of sanitary sewer line or lines and related above or below ground appurtenances reasonably necessary thereto, including, without limitation, manholes, manhole covers, valves, valve boxes and all appurtenances related to the foregoing (collectively, the "**Facilities**") across, along, under, over, through, within and upon that certain tract of land consisting of approximately 1.266 acres (the "**Property**") and being more particularly described in **Exhibit "A-1"** and depicted on **Exhibit "A-2,"** each attached hereto and made a part of this Sanitary Sewer Easement Agreement (this "**Agreement**") for all purposes.

Grantee may construct, install, place, maintain, repair, protect, relocate, replace, alter, substitute, enlarge, change the size, remove, inspect and operate the Facilities across, along, under, over, within and upon the Property and may enter upon the Property to engage in all activities as may be reasonably necessary in connection therewith. Grantee's rights shall include, without limitation, the right to clear, keep clear and remove trees, plants, growth, shrubbery, brush, vegetation and other obstructions from within the Property to the extent reasonably necessary for the construction, operation, maintenance, repair, or replacement of the Facilities and the right to bring and operate such equipment thereupon as may be reasonably necessary to effectuate the purposes for which the Easement is granted. Grantee shall, at its sole cost and expense, promptly repair and restore the Property and any improvements damaged or disturbed by Grantee or its agents, employees, contractors, or representatives to substantially the same condition that existed immediately before such damage or disturbance. Except as otherwise expressly provided herein, Grantee shall have no right to enter upon, travel over, or use any lands of Grantor outside the Property.

Grantor expressly reserves the right to the use and enjoyment of the surface of the Property for any and all purposes, except construction of houses, buildings and structures (other than sidewalks, driveways, and paving), provided that such use will not unreasonably prevent Grantee from constructing, installing, maintaining, repairing, replacing, enlarging, removing or operating the Facilities thereon. Grantee shall be required to repair and replace any sidewalks, driveways, or paving damaged or removed by Grantee in connection with its exercise of the Easement rights,

and no sidewalks, driveways, or paving shall cover any above ground Facilities.

The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right to grant additional easements over, across, through, and under the Property for any lawful purpose, provided that such easements do not unreasonably interfere with the Easement rights granted herein.

Grantor reserves all oil, gas, and other minerals in, on, or under the Property which Grantor may own, but waives all rights of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing in this Agreement shall prohibit or in any manner restrict the right of Grantor to develop the Property for oil, gas, and other minerals by directional drilling from a nearby site.

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 Easement.

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 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.

Grantee may assign any and all rights herein to any operator or owner of the Facilities.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including without limitation 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.

[EXECUTION PAGES FOLLOW]

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

**CROSBY INDEPENDENT SCHOOL
DISTRICT**

By: _____

Name: _____

Title: _____

Address: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of **CROSBY INDEPENDENT SCHOOL DISTRICT**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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 _____,
_____ of **CROSBY MUNICIPAL UTILITY DISTRICT**, a political
subdivision of the State of Texas, proved to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that the instrument was his/her act and that he/she
executed the instrument 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"

SANITARY SEWER EASEMENT

METES AND BOUNDS DESCRIPTION OF 1.266 ACRES (55,133 SQUARE FEET) OF LAND IN THE HUMPHREY JACKSON SURVEY, A-37 HARRIS COUNTY, TEXAS

Being 1.266 acres (55,133 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 in 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 a 20.00 acre tract described in the deed from Purcell Co., Inc. to Crosby Independent School District recorded in 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;

THENCE North 87° 47' 14" East – 480.03 feet, with the south line of said 63.299 acre tract, to an angle 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 – 8.59 feet to an angle corner of the herein described easement;

South 87° 47' 14" West – 135.73 feet to an angle corner of the herein described easement;

North 02° 12' 46" West – 10.00 feet to an angle corner of the herein described easement;

South 87° 47' 14" West – 1,627.09 feet to an angle corner of the herein described easement;

South 04° 18' 43" East – 18.60 feet to the north line of said 20.00 acre tract and an angle corner of the herein described easement;

THENCE South 87° 47' 14" West – 20.01 feet, with the line common to the said 63.299 acre tract and the 20.00 acre tract, to the southwest corner of the herein described easement, from which a 5/8-inch iron rod found for the northwest corner of said 20.00 acre tract bears South 87° 47' 14" West – 875.77 feet;

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

North 04° 18' 43" West – 43.62 feet to the most westerly northwest corner of the herein described easement;

North 87° 47' 14" East – 1,783.33 feet to an angle corner of the herein described easement;

North 02° 54' 59" West – 397.73 feet to the most northerly northwest corner of the herein described easement;

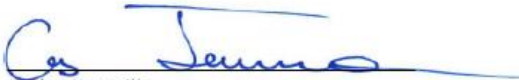
North 87° 03' 41" East – 20.00 feet to the northeast corner of the herein described easement, in the west right-of-way line of Crosby-Lynchburg Road (FM 2100) (100' R.O.W.);

THENCE South 02° 54' 59" East – 441.58 feet, with the west right-of-way line of said Crosby-Lynchburg Road to the southeast corner of said 63.299 acre tract, and the southeast corner of the herein described easement;

THENCE South 87° 47' 14" West – 20.00 feet, with the south line of said 63.299 acre tract, to the **POINT OF BEGINNING** of the herein described easement and containing 1.266 acres (55,133 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



EXHIBIT "A-2"

