

WATERLINE EASEMENT AGREEMENT
(0.5126 acres)

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

That **CROSBY INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (herein called “**Grantor**”), whose mailing address is 14670 FM 2100, Crosby, Texas 77532, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by **CROSBY MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (herein called “**Grantee**”), whose mailing address is 103 West Wahl St., Crosby, TX 77532, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, and CONVEYED and does by these presents GRANT, SELL, and CONVEY unto the said Grantee an easement (the “**Easement**”) in, over, through, under, and across the following described property situated in Harris County, Texas, to-wit:

*See Exhibit A attached hereto and made a part hereof for all purposes (hereinafter referred to as the “**Easement Tract**”).*

The Easement hereby granted shall be used for the purposes of constructing, installing, operating, inspecting, repairing, maintaining, rebuilding, replacing, changing the size of, relocating, and removing, within the Easement Tract described in Exhibit A hereto, a water distribution line and related appurtenances and facilities. Such water distribution line and related appurtenances and facilities shall be referred to herein collectively as the “**Facilities**.”

Prior to the initial construction of the Facilities, Grantee shall have the right to go over and across only those portions of the lands of Grantor that are adjacent to the Easement

Tract as are reasonably necessary for purposes of performing surveys and other such necessary

pre-construction work; provided, however, that no excavation, earth-moving work, or other construction work shall be undertaken by Grantee on any lands of Grantor outside the Easement Tract.

Subject to the Grantor's use of the property and the terms of this Agreement, Grantee shall further have all of the rights and benefits reasonably necessary for the full enjoyment or use of the Easement granted herein, including, but not limited to, (i) the free right of ingress to and egress from the Easement Tract and (ii) access on, over, and through the Easement Tract for any and all purposes reasonably necessary and incident to the exercise of the aforesaid rights.

Notwithstanding any other provision of this Agreement, Grantee's use of the Easement shall not interfere with Grantor's reasonable use of the property.

Except as otherwise provided herein, during or immediately after any construction, installation, inspection, repair, maintenance, rebuilding, replacement, change in the size of, relocation, or removal of the Facilities on the Easement Tract, Grantee shall, at its sole cost and expense, take all reasonable measures to restore or cause to be restored the grounds, surfacing materials, and other facilities within the Easement Tract, including roads and fences situated on the Easement Tract, if any, and to re-sod or replant the Easement Tract, to substantially the condition that existed prior to such activities; provided, however, that Grantor shall at all times keep the Easement Tract clear of trees, overhanging limbs, undergrowth, brush, and other obstructions to the extent reasonably necessary to allow Grantee reasonable access to the Easement Tract. Grantee shall have the right to excavate dirt and fill materials within the Easement Tract, and to use offsite or otherwise dispose of excess amounts of any such dirt and fill materials, however, it must return the site to substantially its prior condition by refilling any excavations with soil and re-sodding or re-planting.

Except as may be specifically authorized herein, Grantor shall neither (i) construct nor

place or allow to be constructed or placed any structure, building, or other surface improvements, whether temporary or permanent, or plant or locate any trees or shrubs on the Easement Tract without the prior written consent of Grantee (which consent shall not be unreasonably withheld, conditioned, or delayed) nor (ii) dedicate other easements within the Easement Tract without the prior written consent of Grantee (which consent shall not be unreasonably withheld, conditioned, or delayed). If Grantee deems it reasonably necessary, Grantee shall be entitled, at its option, to request that Grantor remove any structure, building, or other surface improvement constructed within the Easement Tract in violation of this paragraph. Notwithstanding the foregoing, Grantor shall be entitled to construct or cause to be constructed driveways, roadways, sidewalks, and drainage facilities, structures, and facilities on, over, and across the Easement Tract; provided, however, that prior to the construction of any such improvements, Grantor shall submit to Grantee and secure Grantee's approval (which approval shall not be unreasonably withheld, conditioned, or delayed) of the plans for such facilities to assure that they will not unreasonably interfere with Grantee's (i) construction, installation, operation, inspection, repair, maintenance, rebuilding, replacement, change in the size, relocation, or removal of the Facilities or (ii) use of the Easement Tract for the purposes set forth herein.

Grantor reserves all rights, if any, in and to oil, gas, sulphur, uranium, and other minerals under the surface of the Easement Tract; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce, or operate for oil, gas, sulphur, uranium, or other minerals on the surface of the Easement Tract, but will be permitted to extract such minerals and materials from under the Easement Tract by directional drilling or other means from land located outside the boundaries of the Easement Tract so long as the equipment (and any wells) used in connection therewith are located so that the use of the Easement Tract is not disturbed and the Facilities are left with proper, sufficient, and permanent support and are not endangered, obstructed, damaged,

or interfered with.

It is understood and agreed that, in the event that it should ever be determined that the boundary lines at which the Easement Tract enters and exits Grantor's property have not been properly located or that there is a conflict between calls for the boundary lines included in Exhibit A and the actual boundary lines as subsequently determined, the parties shall cooperate in good faith to execute a corrective instrument accurately describing the intended location of the Easement Tract; provided, however, that no such correction shall materially increase the area or change the location of the Easement Tract without Grantor's prior written consent.

This conveyance is made and accepted (i) subject to any and all matters of record affecting the Easement Tract and (ii) subject to the right of Grantor, its successors and assigns, to use the surface of the Easement Tract for any and all purposes not inconsistent with the rights herein granted and that do not unreasonably interfere with Grantee's use of the Easement.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, until such time as the Facilities are abandoned or removed from the Easement Tract. The termination of the 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 termination.

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

GRANTOR:

CROSBY INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2026, by _____, acting in his or her capacity as _____ of _____ and on behalf of the Board of Trustees of Crosby Independent School District, a political subdivision of the State of Texas.

[Notary Seal]

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:

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:

Crosby MUD
c/o Johnson Petrov LLP
Attn: Teresa Menacho
2929 Allen Parkway, Suite #3150
Houston, Texas 77019

Exhibit "A"
Easement Tract
(see attached)

WATERLINE EASEMENT
METES AND BOUNDS DESCRIPTION
OF 0.5126 ACRE (22,329 SQUARE FEET) OF LAND
IN THE HUMPHREY JACKSON SURVEY, A-37
HARRIS COUNTY, TEXAS

BEING 0.5126 acre (22,329 square feet) of land, in the Humphrey Jackson Survey, Abstract Number 37 in Harris County, Texas and being a portion of CROSBY HIGH SCHOOL, SEC. 1 according to the plat thereof recorded under Film Code Number 677763 in the Map Records 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 1/4 inch iron pipe found for the northeast corner of the 344.5375 acre tract described in the deed from Law Kee Kong, Wong Chee Sean to Belview Group Incorporated, A B.V.I. Corporation recorded under File No. S900114 in the Official Public Records of Real Property of Harris County, Texas, in the south line of said CROSBY HIGH SCHOOL, SEC. 1, and the northwest corner of the 0.8684 acre tract described in the deed to Eddie D. Slaughter recorded under File No. 20140105106 in the Official Public Records of Real Property of Harris County, Texas;

THENCE North 88° 28' 24" East – 215.01 feet, with the line common to the south line of said CROSBY HIGH SCHOOL, SEC. 1 and the north line of said 0.8684 acre tract, to an angle corner and **POINT OF BEGINNING** of the herein described easement;

THENCE North 02° 18' 06" West - 25.00 feet to an angle corner of the herein described easement;

THENCE South 88° 28' 24" West - 225.30 feet to an angle corner of the herein described easement;

THENCE South 02° 56' 16" East - 25.10 feet to the line common to the south line of said CROSBY HIGH SCHOOL, SEC. 1 and the north line of said 344.5375 acre tract, and being an angle corner of the herein described easement;

THENCE South 87° 55' 15" West - 793.85 feet, with said common line, to the southwest corner of said CROSBY HIGH SCHOOL, SEC. 1, the southeast corner of PECAN ESTATES SEC. 3 according to the plat thereof recorded under Film Code Number 702674 in the Map Records of Harris County, Texas, and being the southwest corner of the herein described easement, from which a 1/2 inch iron rod found bears North 02° 04' 45" West - 0.60 feet;

THENCE North 02° 49' 42" West - 20.00 feet, with the line common to the west line of said CROSBY HIGH SCHOOL, SEC. 1 and the east line of said PECAN ESTATES SEC. 3, to the northwest corner of the herein described easement;

THENCE North 87° 55' 15" East - 748.88 feet to an angle corner of the herein described easement;

THENCE North 42° 03' 44" East - 35.25 feet to an angle corner of the herein described easement;

THENCE North 88° 28' 24" East - 270.53 feet to the northeast corner of the herein described easement;

THENCE South 02° 18' 06" East - 45.00 feet to the south line of said CROSBY HIGH SCHOOL, SEC. 1 and the southeast corner of the herein described easement;

THENCE South 88° 28' 24" West - 25.00 feet, with the south line of said CROSBY HIGH SCHOOL, SEC. 1, to the **POINT OF BEGINNING** of the herein described easement and containing 0.5126 acre (22,329 square feet) of land.

Prepared by:
IDS Engineering Group
TxSurv Firm 10110700
Job No. 1328-085-00-560
December 03, 2025



A handwritten signature in blue ink, appearing to read "Carlos Jaramillo", written over a horizontal line.

Carlos Jaramillo
Registered Professional Land Surveyor
Texas Registration Number 6960

V:\Jobs\1300\1328-085-00 Pecan Estates\Task 560 MB Easement\Work in Progress\Humphrey Jackson Survey A-37 Plotted Dec. 03, 2025 at 10:13am by CCooley | Last Saved by CCooley

HUMPHREY JACKSON, A-37

PECAN ESTATES SEC. 3
FILM CODE NO. 702674, H.C.M.R.

CROSBY HIGH SCHOOL,
SEC. 1
FILM CODE NO. 677763, H.C.M.R.

100' 0' 100'
SCALE
1"=100'



FND. 1/2" IRON ROD
BEARS N 02°04'45" W - 0.60'

W.L.E.
0.5126 ACRE
(22,329 Sq. Ft.)

POC
FND. 1/4"
IRON PIPE

N 88°28'24" E 215.01'
0.8684 ACRES
EDDIE D. SLAUGHTER
FILE No. 20140105106, O.P.R.R.P.

POB

POLLY A. LOWDEN
TO
DANNY C. MICHALSKY
FILE No. W645835,
O.P.R.R.P.

0.398 ACRES
J.L. MAZA, JR.
TO
BRYAN FRANTA
FILE No. 2014018955,
O.P.R.R.P.

344.5375 ACRES
LAW KEE KONG, WONG CHEE SEAN
TO
BELLEVIEW GROUP INCORPORATED,
A B.V.I. CORPORATION
FILE No. S900114, O.P.R.R.P.

LINE	BEARING	DISTANCE
L1	N 02°18'06" W	25.00'
L2	S 88°28'24" W	225.30'
L3	S 02°56'16" E	25.10'
L4	S 87°55'15" W	793.85'
L5	N 02°49'42" W	20.00'
L6	N 87°55'15" E	748.88'
L7	N 42°03'44" E	35.25'
L8	N 88°28'24" E	270.53'
L9	S 02°18'06" E	45.00'
L10	S 88°28'24" W	25.00'

0.58 ACRES
M.H. SCALES
TO
WILLIAM P. WEBER
FILE No. N617794, O.P.R.R.P.

PIN OAK LOOP LN
(60' R.O.W.)

ALL BEARINGS BASED ON THE TEXAS COORDINATE
SYSTEM OF 1983, SOUTH CENTRAL ZONE.

ABBREVIATION TABLE

FND. FOUND
POC POINT OF COMMENCING
POB POINT OF BEGINNING
H.C.M.R. MAP RECORDS OF HARRIS COUNTY
H.C.D.R. DEED RECORDS OF HARRIS COUNTY
O.P.R.R.P. OFFICIAL PUBLIC RECORDS OF REAL
PROPERTY OF HARRIS COUNTY TEXAS

SYMBOL LEGEND

○ FOUND MONUMENT



13430 NW Freeway
Suite 700
Houston, Tx. 77040
713.462.3178
Toll Free 1-877-277-6766
Toll Free 1-800-277-6766

WATERLINE EASEMENT EXHIBIT

0.5126 ACRE (22,329 SQUARE FEET)
IN THE HUMPHREY JACKSON SURVEY, A-37
HARRIS COUNTY, TEXAS

DRAWN: CMG
APPROVED FOR ISSUE:
ORIGINAL
ISSUE DATE 12/03/25
ORIGINAL
SCALE 1" = 100'
JOB NO.: 1328-085-00-560