

CAUSE NO. 1176913

NORTH HARRIS COUNTY REGIONAL  
WATER AUTHORITY,

*Plaintiff,*

v.

AMY POWELL,

*Defendant.*

§ IN THE COUNTY CIVIL COURT  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

AT LAW NUMBER 2

HARRIS COUNTY, TEXAS

---

**AMENDED AGREED FINAL JUDGMENT**

---

Plaintiff North Harris County Regional Water Authority (the "Authority") and Defendant Amy Powell (the "Defendant") resolve all issues in dispute between them in the above-styled and numbered cause and have agreed to the terms of this Amended Agreed Final Judgment as the Final Judgment in this cause.

I. FINDINGS

From the papers filed in this cause and the parties' stipulations made, the Court therefore finds as follows:

The Authority filed its Petition and Statement in Condemnation to acquire the property interests described therein from the Defendant on October 22, 2021, as amended by the Authority's First Amended Petition and Statement in Condemnation filed on March 8, 2022. Specifically, the property interest the Authority is acquiring consists of a permanent water line easement in Harris County, Texas, and is more fully described in the Authority's First Amended Petition, attached hereto as Exhibit A and incorporated herein by reference (the "Easement"). However, such interest shall be specifically limited to installing a pipe to a depth of not less than ten feet from the existing

grade to the top of pipe by subsurface boring only with no pit on or tampering with the surface of the property. To the extent of any conflict between this provision and Exhibit A attached to this judgment, this provision shall control, and specifically shall control as to numbered paragraph 5 in Exhibit A.

The Authority agrees that construction within the permanent pipeline easement will be accomplished using boring and tunneling methods such that the surface of Defendant's property is not disturbed.

The parties agree that (i) all prior steps necessary to provide this Court with jurisdiction over the subject matter of, and the parties in, this proceeding were all done in accordance with the law; (ii) all statutory prerequisites to the Authority's right to acquire the Property have been satisfied; and (iii) a public purpose and public necessity exist for the Authority's acquisitions.

The Court finds the Authority and the Defendant have resolved all issues between them and have agreed to settle all claims in this eminent domain action. The parties agree that all just compensation owed as a result of the Authority's acquisitions and for all other damages to the Defendant in this matter has been paid, including, but not limited to, damages incurred by virtue of the condemnation of the Property and for all claims which have been made or could have been made in this eminent domain action concerning the Property.

## II. JUDGMENT

Based on the findings of the Court and the agreements of the parties, it is:

ORDERED that the Authority does have and recovers from the Defendant the property interests identified in its First Amended Petition and Statement in Condemnation attached as Exhibit A, however, such interest shall be specifically limited to installing a pipe to a depth of not less than ten feet from the existing grade to the top of pipe by subsurface boring only with no pit

on or tampering with the surface of the property.

It is further

ORDERED that the Authority is RELEASED and DISCHARGED of its constitutional obligation to pay just compensation for the interests in the Property acquired in this condemnation proceeding and for any damages to the Defendant's remainder property, if any, and shall have obtained right, title, and interest in the Property described herein. It is further

ORDERED that all costs of Court shall be taxed against the party incurring same. It is further

ORDERED that all relief not expressly granted herein is denied. This is a final judgment.

SIGNED this \_\_\_ day of 4/25/2024, 2024.

  
\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM:

/s/ Kate David  
Kate David  
State Bar No. 24045749  
[Kate.David@huschblackwell.com](mailto:Kate.David@huschblackwell.com)  
Ben Stephens  
State Bar No. 24098472  
[Ben.Stephens@huschblackwell.com](mailto:Ben.Stephens@huschblackwell.com)  
Husch Blackwell LLP  
600 Travis, Suite 2350  
Houston, Texas 77002  
Tel: (713) 647-6800  
Fax: (713) 647-6884

ATTORNEYS FOR PLAINTIFF

FILED  
04/25/2024 11:44:55 AM  
Teneshia Hudspeth  
County Clerk  
Harris County, Texas  
mdelarosa

/s/ J. Marcus Hill (with permission)

J. Marcus Hill

State Bar No. 09638150

marc@hillplaw.com

Hill & Hill, P.C.

1770 St. James Place, Suite 440

Houston, Texas 77056

Tel: (713) 688-6318

Fax: (713) 688-2817

ATTORNEYS FOR DEFENDANT  
AMY POWELL

UNOFFICIAL COPY

# Exhibit A

COPY UNOFFICIAL

CAUSE NO. 1176913

NORTH HARRIS COUNTY REGIONAL  
WATER AUTHORITY,

*Plaintiff,*

v.

AMY POWELL,

*Defendant.*

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE COUNTY CIVIL COURT

AT LAW NUMBER 4

HARRIS COUNTY, TEXAS

**FIRST AMENDED PETITION IN CONDEMNATION**

North Harris County Regional Water Authority (the "Authority"), a governmental agency and body politic and corporate situated in Harris County, Texas, being vested with the power of eminent domain, files this First Amended Petition in Condemnation pursuant to Chapter 21 of the Texas Property Code.

**I. DISCOVERY LEVEL AND RELIEF SOUGHT**

1. This is a Level 2 case for purposes of discovery. Tex. R. Civ. P. 190. Plaintiff seeks monetary relief of \$250,000 or less and non-monetary relief. Tex. R. Civ. P. 47. This case is within the subject matter jurisdiction of the Court.

**II. PARTIES**

2. The Authority has identified the following Defendant as owner of or interested party in the property to be condemned:

Amy Powell is the owner in fee of the property which the proposed route for the Easement must cross. Amy Powell may be served with process at 11919 Cypress Park Dr., Houston, Texas 77065.

### III. INTEREST TO BE CONDEMNED

3. The interest being condemned is a water line easement for the transportation, distribution, and delivery of water to and within the Authority's boundaries. The interest being condemned is located in Harris County, Texas and is more fully described in Exhibit A, attached hereto and incorporated herein by reference (the "Easement"). The Easement shall be used in connection with the construction, operation, and maintenance of a water pipeline, together with appurtenances thereto and equipment ancillary to the operation thereof, for the above purposes.

4. Acquisition of the Easement is a public necessity, is necessary and proper for the construction, operation, and maintenance of a water pipeline, together with appurtenances thereto and equipment ancillary to the operation thereof, for the purposes set forth herein, and is desired for public use for such purposes. The Easement and the pipeline, including any replacements thereof, will be utilized by the Authority and its successors and assigns for the purposes set forth herein.

### IV. STATEMENT IN CONDEMNATION

5. The Board of Directors of the Authority, being the Authority's governing body, adopted a Resolution declaring a public necessity exists for the acquisition, establishment, development, and construction of facilities for the transportation, distribution, and delivery of water to and within the Authority's boundaries. All conditions precedent for the acquisition of the Easement and the interests described in this Petition have been performed or have occurred.

6. Plaintiff made a bona fide offer to the owner of the interest to be acquired to voluntarily acquire the interest in accordance with Section 21.0113 of the Texas Property Code and attempted in good faith to negotiate with the owner concerning the amount of compensation and/or damages to be paid.

7. Plaintiff provided the Landowner's Bill of Rights to the owner of the interest to be acquired in accordance with Section 21.0112 of the Texas Property Code.

8. Plaintiff and the owner of the interest to be acquired are unable to agree upon the value of the interest to be acquired and/or damages, if any, to the remainder by reason of this condemnation. Therefore, it became necessary for Plaintiff to institute this proceeding.

9. The Board of Directors of the Authority authorized the filing of this condemnation suit.

10. The Authority has used a good-faith effort to determine all interested parties, as defined in Section II above. However, should it be disclosed or discovered that other persons or entities own or claim an interest in the property, the Authority reserves the right to amend this Petition in Condemnation and join such persons or entities to this proceeding.

11. In accordance with Section 21.023 of the Texas Property Code, the Authority states that Defendant or Defendant's heirs, successors, or assigns may be entitled to repurchase the Easement under the criteria set forth in Subchapter E of Chapter 21 of the Texas Property Code, or request from the Authority certain information relating to the use of the Easement and any actual progress made toward that use; and the repurchase price is the price paid to the owner by the Authority at the time the Authority acquired the Easement through eminent domain.

## V. CONCLUSION

12. Pursuant to Section 21.021 of the Texas Property Code, the Authority seeks an order from the Court granting it immediate possession of the Easement, pending the results of further litigation, upon the deposit of the amount of damages awarded by the Special Commissioners, and the costs awarded to the owner of the property, if any, with the court subject to the order of the property owner.



**PRAYER**

WHEREFORE, Plaintiff prays that:

1. three disinterested property owners, residing in Harris County, be appointed as Special Commissioners, and two disinterested property owners residing in Harris County be appointed as alternate Special Commissioners;
2. upon the payment of the amount of the Award of Special Commissioners to the Defendant or the deposit of that amount into the Registry of the Court, Plaintiff has its writ of possession;
3. upon final judgment, Plaintiff be declared the owner of the interest in the property described in this petition; and
4. Plaintiff be awarded court costs and such other relief as the court deems appropriate.

Respectfully submitted,

By: /s/ Kate David

Kate David  
State Bar No. 24045749  
[Kate.David@huschblackwell.com](mailto:Kate.David@huschblackwell.com)  
Logan Leal  
State Bar No. 24106193  
[Logan.Leal@huschblackwell.com](mailto:Logan.Leal@huschblackwell.com)  
Jasmine Martel  
State Bar No. 24122964  
[Jasmine.Martel@huschblackwell.com](mailto:Jasmine.Martel@huschblackwell.com)

HUSCH BLACKWELL LLP  
600 Travis, Suite 2350  
Houston, Texas 77002  
Telephone: (713) 525-6263  
Facsimile: (713) 647-6884

**ATTORNEYS FOR PLAINTIFF**

**RIGHT OF WAY AND EASEMENT AGREEMENT**

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

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMY POWELL, a single woman, (being referred to herein as "Grantor," whether one or more) does hereby grant, sell, and convey unto the NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (the "Authority"), a governmental agency and body politic and corporate situated in Harris County, Texas, and having a mailing address of 3648 Cypress Creek Parkway, Suite 110, Houston, Texas 77068, Attention: General Manager, its successors and assigns, a perpetual, unobstructed right of way and easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove one (1) underground pipeline for the transportation of water, together with appurtenances thereto and equipment ancillary to the operation thereof, including, but not limited to, fittings, valves, regulators, meters, cathodic protection equipment, and above-ground cathodic protection test stations, markers, flushing hydrants, air valve assemblies, service manholes, air vent pipes (not to exceed seventy-two inches [72"] in height, measured from final grade after construction), and protective bollards (such pipeline, appurtenances, and equipment being referred to herein collectively as the "Line"), over, through, under, and across a strip of land twenty feet (20') in width (the "Easement Area"), more particularly described on Exhibit A attached hereto and made a part hereof, together with the right of (i) unimpaired ingress and egress to and from said Easement Area on public and private roads and (ii) unimpaired access on, over, and through said Easement Area for any and all purposes necessary and incident to the exercise of the aforesaid rights.

TO HAVE AND TO HOLD said right of way and easement unto the Authority, its successors and assigns, until said right of way and easement is abandoned and released by the Authority, its successors, or assigns, in a recordable instrument that is filed in the real property records of Harris County, Texas.

The above-described right of way and easement is subject to the following terms and conditions:

1. Subject to the conditions and limitations herein, Grantor reserves the right (i) to grant additional easements and rights of way 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 uncovered 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 by the

Authority pursuant to the terms of this Right of Way and Easement Agreement, are referred to herein as the "Permitted Encroachments."

In all cases in which Grantor exercises rights specified in clauses (i) through (iii) above, Grantor shall grant, dedicate, or construct the Permitted Encroachments only in such a manner that: the Line is not endangered, obstructed, damaged, or interfered with; access to the Easement Area and the Line is not interfered with; the grade of the Easement Area is not changed and cover over the Line is not reduced below forty-eight inches (48"); the Line is left with proper, sufficient, and permanent support; use of the Easement Area for the purposes set forth herein is not unreasonably interfered with; 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 of not less than seventy-five degrees (75°) nor more than one-hundred and five degrees (105°) to the Line. Further, in connection with the design and installation of any Permitted Encroachments, vertical and horizontal separation shall be maintained between the Permitted Encroachments and the Line as may be prescribed by law or good engineering practices, but in no event shall any Permitted Encroachments be constructed or installed so as to have separation of less than twenty-four inches (24") from the Line; provided, however, that with respect to roads, streets, and paved parking areas, there shall be maintained separation of not less than forty-eight inches (48") between the bottom of the road, street, or paved parking area and the top of the Line.

Grantor shall be required to submit construction plans to the Authority at least three (3) months prior to the commencement of construction of any Permitted Encroachments, and the Authority shall have two (2) months from the date the plans are received to review said plans and submit to Grantor construction requirements, if any, for the protection of the Line within the Easement Area or which are otherwise deemed necessary to avoid unreasonable interference with the Authority's exercise of the rights granted herein. If so submitted by the Authority, Grantor shall incorporate any such requirements in its plans for construction of the Permitted Encroachments and shall construct the Permitted Encroachments in a manner consistent with such requirements. Additionally, if the Line has not been constructed at the time the Authority receives such plans and the Authority then has the intention to commence construction (or cause the commencement of construction) of the Line anywhere within the Easement Area within the ensuing six (6) months, the Authority may require the Grantor to delay the commencement of construction of the proposed Permitted Encroachments until the completion of construction of that portion of the Line where such proposed Permitted Encroachments are to be located. However, during such time period, Grantor shall not be precluded from proceeding with construction activities on portions of the property outside the Easement Area, and the Authority shall allow reasonable access across the Easement Area to such portions of the property.

Grantor must notify the Authority in writing at least one (1) week prior to the initiation of construction on the Easement Area. The Authority shall have the right

to monitor such construction activities and may halt construction if any Permitted Encroachments are not being built to specifications.

2. Except for Permitted Encroachments, Grantor shall not build, create, construct, or install or permit to be built, created, constructed, or installed any house, building, obstruction, water-retaining structure, or other structure, facility, or improvement under, upon, in, or over the Line or the Easement Area without the prior written consent of the Authority. Absent such prior written consent, the Authority shall be entitled, at its option at any time, to remove the same without obligation to restore the same or any other liability to Grantor. The Authority also shall be entitled, at its option at any time, to remove Permitted Encroachments, subject to the obligation of the Authority to restore any such Permitted Encroachments as provided below. Upon completion of the construction of Permitted Encroachments, Grantor shall submit record drawings to the Authority indicating the location and specifications of the Permitted Encroachments.
3. Following any activities by Grantor on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, Grantor shall be responsible for restoring the surface of the Easement Area in a timely manner. Further, in the event Grantor's activities on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, cause damage to the Line, the Authority will be entitled to make the necessary repairs to the damaged portion of the Line, and Grantor shall compensate the Authority for the cost of repairing such damage.
4. The consideration that the Authority has paid to Grantor concurrent with the granting of the above-described right of way and easement includes payment for all damages and injuries necessarily caused by the laying, construction, alteration, maintenance, inspection, operation, service, repair, replacement, relocation, change in the size of, protection, patrol of, or removal of the Line within the Easement Area, including any damages or injuries to any property and improvements of the Grantor located outside the boundaries of the Easement resulting from the grant and conveyance of this right of way and easement and the proper exercise of the rights granted herein.
5. The Authority shall, at the time of construction, bury the Line (exclusive of appurtenances and equipment customarily located at or near ground level) to a depth of at least forty-eight inches (48") below the surface of the ground and thereafter shall not alter or change the Line such that it would permanently remain at a lesser depth.
6. Within a reasonable time following completion of the construction of the Line, and thereafter following each entry upon the Easement Area for purposes authorized herein, the Authority shall, to the fullest extent reasonably practicable, (i) repair all damage to Permitted Encroachments directly caused by its activities and restore same to substantially their prior condition and (ii) clean up and restore the surface of the Easement Area to the condition that existed immediately prior to such entry

and activities on the Easement Area by the Authority. The Authority shall at all times have the right, but not the obligation, to keep the Easement Area clear of trees, overhanging limbs, undergrowth, and brush.

7. Grantor reserves all rights, if any, in and to oil, gas, sulphur, uranium, fissionable materials, and other minerals under the surface of the Easement Area; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce, or operate for oil, gas, sulphur, uranium, fissionable materials, or other minerals on the surface of the Easement Area, but will be permitted to extract such minerals and materials from under the Easement Area by directional drilling or other means from land located outside the boundaries of the Easement Area so long as the equipment (and any wells) used in connection therewith are no closer than three hundred feet (300') to the bottom of the Line and so long as the use of the Easement Area is not disturbed and the Line is left with proper, sufficient, and permanent support and is not endangered, obstructed, damaged, or interfered with.
8. It is the intention of Grantor and the Authority that the twenty-foot (20') strip of land comprising the Easement Area shall extend completely across Grantor's property. Accordingly, it is understood and agreed that, in the event that it should ever be determined that either boundary line at which the Easement Area enters and exits Grantor's property has not been properly located or that there is a conflict between calls for the boundary lines included in Exhibit A hereto and the actual boundary lines as subsequently determined (including the boundaries of any strips, gores, rights-of-way, or other pieces of property in which Grantor owns an interest), the Easement Area shall be deemed to be extended in length in order that the intention of the parties will be effectuated.

The foregoing terms, conditions, and provisions shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns, as applicable, of Grantor and the Authority. The rights granted to the Authority (and the obligations of the Authority hereunder) may be assigned in whole or in part by the Authority.

Grantor warrants that Grantor owns the land subject to the above-described right of way and easement in fee simple, that Grantor has the right, title, and power to convey the rights granted herein, and that Grantor shall execute any further assurance of title reasonably requested by the Authority, its successors or assigns.

This Right of Way and Easement Agreement may be executed in multiple counterpart originals that, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
AMY POWELL

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Amy Powell.

\_\_\_\_\_  
Notary Public's Signature

UNOFFICIAL COPY

AFTER RECORDING, RETURN TO:  
Property Acquisition Services, LLC  
Attn: Mike Mahar  
19855 Southwest Freeway, Suite 200  
Sugar Land, TX 77479

**PARCEL 31E-2 WLE  
N.H.C.R.W.A.  
WATER LINE EASEMENT (WLE)**

**METES AND BOUNDS OF  
0.1007 ACRES OF LAND SITUATED IN THE  
WILLIAM GRAHAM SURVEY, ABSTRACT NO. 308  
HARRIS COUNTY, TEXAS**

Being a 0.1007 acre (4,388 square feet) tract of land situated in the William Graham Survey, Abstract No. 308, Harris County, Texas, and being a part of Block 1, Lot 1 Cypress Park, Section 1 (a unrecorded subdivision, U/R), and being out of and a part of said Lot 1, Block 1 as described in the deed executed June 8, 2010 to Amy Powell, and recorded in Harris County Clerk's File (H.C.C.F.) No. 20100254387 of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.H.C.T.) said Lot 1, Block 1 further described by metes and bounds description recorded in H.C.C.F. No. L800384, O.P.R.R.P.H.C.T, said 0.1007 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch "EIC" plastic capped iron rod found (having surface coordinates of N=13,908,462.15, E=3,037,745.54) on the south right-of-way line of Cypress-North Houston Road (a 100 foot wide right-of-way), said rod marking the southwest corner of a 0.102 acre tract described in the deed to Harris County recorded in H.C.C.F. No. H783952, O.P.R.R.P.H.C.T., and the southeast corner of a 0.205 acre tract described in the deed to Harris County recorded in H.C.C.F. No. H979723, O.P.R.R.P.H.C.T., and the northeast corner of a 4.7950 acre tract described in the deed to Cypress United Methodist Church recorded in H.C.C.F. No. K900447, O.P.R.R.P.H.C.T., said rod on the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and being the northwest corner of the residue of said Block 1, Lot 1 Cypress Park, Section 1, U/R;

1. **THENCE**, North 87° 40' 45" East, with the south line of said 0.102 acre tract and the north line of the residue of said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 210.02 feet to the northwesterly end of a cut-back line, from which a found 5/8 inch "EIC" plastic capped iron rod bears North 04° West, 0.81 feet;
2. **THENCE**, South 53° 22' 51" East, with said cut-back line, the southerly line of said 0.102 acre tract and the northerly line of the residue of said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 16.37 feet to the southeast end of said cut-back line, said corner on the westerly right-of-way line of Cypress Park Drive, a 60 foot drive as described in H.C.C.F. No. D079120, O.P.R.R.P.H.C.T;
3. **THENCE**, South 02° 37' 11" East, with the west right-of-way line of said Cypress Park Drive and the east line of said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 9.71 feet;

4. **THENCE**, South 87° 40' 45" West, crossing said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 222.62 feet to the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the east line of said 4.7950 acre Cypress United Methodist Church tract;
5. **THENCE**, North 02° 50' 13" West, with the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the east line of said 4.7950 acre Cypress United Methodist Church tract, a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 0.1007 acres (4,388 square feet) of land.

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD 83), CORS adjustment, based on redundant RTK GPS observations. Distances and coordinates shown are surface values and may be converted to grid by multiplying by a combined project adjustment factor of 0.99992513.

A separate Exhibit Map dated April 19, 2021 accompanies this Metes & Bounds Description.

Revised April 19, 2021  
March 22, 2021  
By: BASELINE CORPORATION  
TxSurv F-10030200

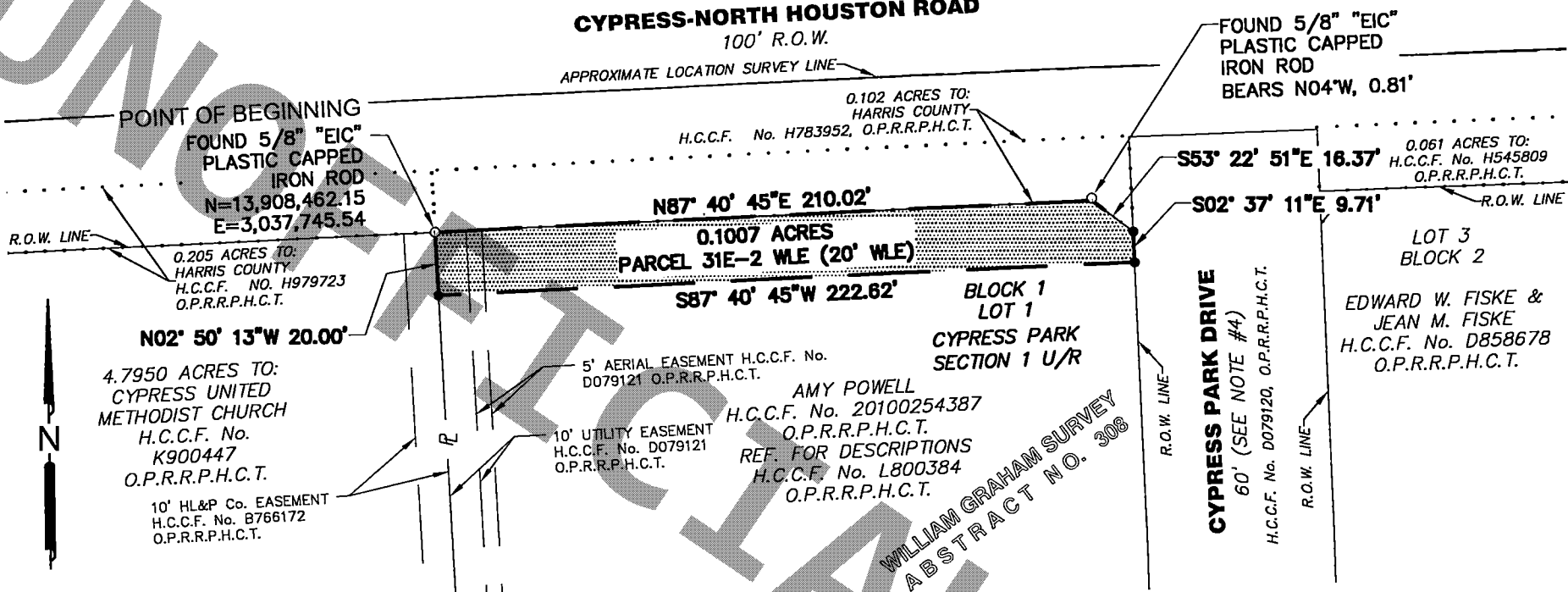


*Michael F. Carrington*

Michael F. Carrington, RPLS  
Texas Registration No. 5366



**CYPRESS-NORTH HOUSTON ROAD**  
100' R.O.W.



POINT OF BEGINNING  
FOUND 5/8" "EIC"  
PLASTIC CAPPED  
IRON ROD  
N=13,908,462.15  
E=3,037,745.54

0.205 ACRES TO:  
HARRIS COUNTY  
H.C.C.F. No. H979723  
O.P.R.R.P.H.C.T.

4.7950 ACRES TO:  
CYPRESS UNITED  
METHODIST CHURCH  
H.C.C.F. No.  
K900447  
O.P.R.R.P.H.C.T.

10' HL&P Co. EASEMENT  
H.C.C.F. No. B766172  
O.P.R.R.P.H.C.T.

5' AERIAL EASEMENT H.C.C.F. No.  
D079121 O.P.R.R.P.H.C.T.

10' UTILITY EASEMENT  
H.C.C.F. No. D079121  
O.P.R.R.P.H.C.T.

AMY POWELL  
H.C.C.F. No. 20100254387  
O.P.R.R.P.H.C.T.  
REF. FOR DESCRIPTIONS  
H.C.C.F. No. L800384  
O.P.R.R.P.H.C.T.

WILLIAM GRAHAM SURVEY  
ABSTRACT NO. 308

FOUND 5/8" "EIC"  
PLASTIC CAPPED  
IRON ROD  
BEARS N04°W, 0.81'

0.061 ACRES TO:  
H.C.C.F. No. H545809  
O.P.R.R.P.H.C.T.

LOT 3  
BLOCK 2  
EDWARD W. FISKE &  
JEAN M. FISKE  
H.C.C.F. No. D858678  
O.P.R.R.P.H.C.T.

CYPRESS PARK DRIVE  
60' (SEE NOTE #4)  
H.C.C.F. No. D079120, O.P.R.R.P.H.C.T.

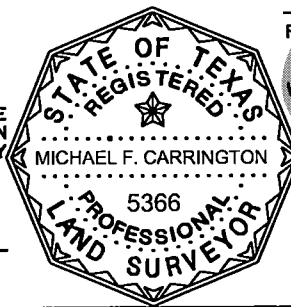
**NOTES**

1. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NAD83 CORS ADJUSTMENT, AS DERIVED FROM REDUNDANT RTK GPS OBSERVATIONS. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE DATUM. TO CONVERT TO GRID MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99992513.
2. ABTRACTOR'S DATA SUMMARY REPORT PROVIDED BY POSTLE PROPERTY SERVICES, INC. DATED 10/23/2020. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY THE SURVEYOR.
3. SEE ATTACHED METES AND BOUNDS DESCRIPTION (PAGES 1 AND 2 OF 3 HEREIN).
4. ROADWAY MAY BE SUBJECT TO H.C.C.F. No. RP-2020-497241, O.P.R.R.P.H.C.T. & H.C.C.F. No. RP-2020-497240, O.P.R.R.P.H.C.T.

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION FROM OCTOBER 2020 TO MARCH 2021.

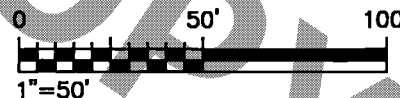
*Michael F. Carrington*

MICHAEL F. CARRINGTON  
TEXAS REGISTRATION No. 5366



**LEGEND**

- D.R.H.C.T. DEED RECORDS OF HARRIS COUNTY, TEXAS
- H.C.C.F. No. HARRIS COUNTY CLERK'S FILE No.
- M.R.H.C.T. MAP RECORDS OF HARRIS COUNTY, TEXAS
- O.P.R.R.P.H.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY, TEXAS
- P — PROPERTY LINE
- R.O.W. RIGHT-OF-WAY
- FOUND MONUMENT AS DESCRIBED
- EASEMENT CORNER (NO MONUMENT SET)
- WLE WATER LINE EASEMENT



DATE: REVISED APRIL 19, 2021  
DRAWN BY: MFC  
APPROVED BY: ATG  
JOB No.: 2000000355.000  
SHEET 3 OF 3

EXHIBIT MAP  
PARCEL 31E-2 WLE  
0.1007 ACRES (4,388 S.F.)  
IN THE WILLIAM GRAHAM SURVEY,  
ABSTRACT No. 308, HARRIS COUNTY, TEXAS



**BASELINE**  
BASELINE CORPORATION  
Professional Surveyors  
Baseline Corporation | TxSurv F-10030200  
1750 Seamist Dr, Ste 160, Houston, TX 77008  
713.869.0155 | BaselineSurveyors.net

**NOTICE OF LIS PENDENS**

CAUSE NO. 1176913

COUNTY CIVIL COURT AT LAW NUMBER 4, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

An eminent domain proceeding styled as follows:

*North Harris County Regional Water Authority v. Amy Powell*

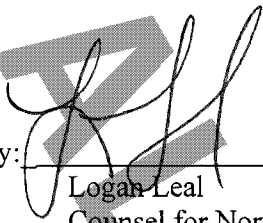
has been initiated by the filing of Condemnors' Original Petition in Condemnation under the above-numbered cause in the above Court of Harris County, Texas. Such proceeding involves title to the real property described on Exhibit "A."

The parties to this lawsuit are:

North Harris County Regional Water Authority

Amy Powell

Signed on October 25, 2021

By:   
\_\_\_\_\_  
Logan Leal  
Counsel for North Harris County Regional  
Water Authority

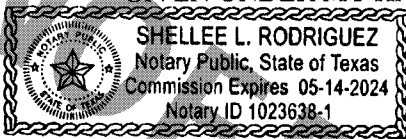
RP-2021-620552

COPY

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Logan Leal, attorney for North Harris County Regional Water Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein stated and as the act and deed of North Harris County Regional Water Authority.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, ON OCTOBER 25, 2021.



*Shellee L. Rodriguez*  
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

RETURN TO:

Logan Leal  
Husch Blackwell LLP  
600 Travis St, Suite 2350  
Houston, Texas 77002

RP-2021-620552

**EXHIBIT A**

UNOFFICIAL

COPY

CAUSE NO. 1176913

NORTH HARRIS COUNTY REGIONAL  
WATER AUTHORITY,

*Plaintiff,*

v.

AMY POWELL,

*Defendant.*

IN THE COUNTY CIVIL COURT

AT LAW NUMBER \_\_\_\_\_

HARRIS COUNTY, TEXAS

**ORIGINAL PETITION IN CONDEMNATION**

North Harris County Regional Water Authority (the "Authority"), a governmental agency and body politic and corporate situated in Harris County, Texas, being vested with the power of eminent domain, files this Original Petition in Condemnation pursuant to Chapter 21 of the Texas Property Code.

**I. DISCOVERY LEVEL AND RELIEF SOUGHT**

1. This is a Level 2 case for purposes of discovery. Tex. R. Civ. P. 190. Plaintiff seeks monetary relief of \$250,000 or less and non-monetary relief. Tex. R. Civ. P. 47. This case is within the subject matter jurisdiction of the Court.

**II. PARTIES**

2. The Authority has identified the following Defendant as owner of or interested party in the property to be condemned:

Amy Powell is the owner in fee of the property which the proposed route for the Easement must cross. Amy Powell may be served with process at 11919 Cypress Park Dr., Houston, Texas 77065 or through her attorney of record, David Todd, at david@davidtoddllaw.com, 3800 N. Lamar Blvd., Ste. 200, Austin, TX 78756.

RP-2021-620552

COPY

UNRECORDED

### III. INTEREST TO BE CONDEMNED

3. The interest being condemned is a water line easement and temporary construction easement for the transportation, distribution, and delivery of water to and within the Authority's boundaries. The interest being condemned is located in Harris County, Texas and is more fully described in Exhibit A, attached hereto and incorporated herein by reference (the "Easement"). The Easement shall be used in connection with the construction, operation, and maintenance of a water pipeline, together with appurtenances thereto and equipment ancillary to the operation thereof, for the above purposes.

4. Acquisition of the Easement is a public necessity, is necessary and proper for the construction, operation, and maintenance of a water pipeline, together with appurtenances thereto and equipment ancillary to the operation thereof, for the purposes set forth herein, and is desired for public use for such purposes. The Easement and the pipeline, including any replacements thereof, will be utilized by the Authority and its successors and assigns for the purposes set forth herein.

### IV. STATEMENT IN CONDEMNATION

5. The Board of Directors of the Authority, being the Authority's governing body, adopted a Resolution declaring a public necessity exists for the acquisition, establishment, development, and construction of facilities for the transportation, distribution, and delivery of water to and within the Authority's boundaries. All conditions precedent for the acquisition of the Easement and the interests described in this Petition have been performed or have occurred.

6. Plaintiff made a bona fide offer to the owner of the interest to be acquired to voluntarily acquire the interest in accordance with Section 21.0113 of the Texas Property Code and attempted in good faith to negotiate with the owner concerning the amount of compensation and/or damages to be paid.

7. Plaintiff provided the Landowner's Bill of Rights to the owner of the interest to be acquired in accordance with Section 21.0112 of the Texas Property Code.

8. Plaintiff and the owner of the interest to be acquired are unable to agree upon the value of the interest to be acquired and/or damages, if any, to the remainder by reason of this condemnation. Therefore, it became necessary for Plaintiff to institute this proceeding.

9. The Board of Directors of the Authority authorized the filing of this condemnation suit.

10. The Authority has used a good-faith effort to determine all interested parties, as defined in Section II above. However, should it be disclosed or discovered that other persons or entities own or claim an interest in the property, the Authority reserves the right to amend this Original Petition in Condemnation and join such persons or entities to this proceeding.

11. In accordance with Section 21.023 of the Texas Property Code, the Authority states that Defendant or Defendant's heirs, successors, or assigns may be entitled to repurchase the Easement under the criteria set forth in Subchapter E of Chapter 21 of the Texas Property Code, or request from the Authority certain information relating to the use of the Easement and any actual progress made toward that use; and the repurchase price is the price paid to the owner by the Authority at the time the Authority acquired the Easement through eminent domain.

#### V. CONCLUSION

12. Pursuant to Section 21.021 of the Texas Property Code, the Authority seeks an order from the Court granting it immediate possession of the Easement, pending the results of further litigation, upon the deposit of the amount of damages awarded by the Special Commissioners, and the costs awarded to the owner of the property, if any, with the court subject to the order of the property owner.

UNOFFICIAL COPY

**PRAYER**

WHEREFORE, Plaintiff prays that:

1. three disinterested property owners, residing in Harris County, be appointed as Special Commissioners, and two disinterested property owners residing in Harris County be appointed as alternate Special Commissioners;
2. upon the payment of the amount of the Award of Special Commissioners to the Defendant or the deposit of that amount into the Registry of the Court, Plaintiff has its writ of possession;
3. upon final judgment, Plaintiff be declared the owner of the interest in the property described in this petition; and
4. Plaintiff be awarded court costs and such other relief as the court deems appropriate.

Respectfully submitted,

By: /s/ Kate David

Kate David  
State Bar No. 24045749  
[Kate.David@huschblackwell.com](mailto:Kate.David@huschblackwell.com)

Logan Leal  
State Bar No. 24106193  
[Logan.Leal@huschblackwell.com](mailto:Logan.Leal@huschblackwell.com)

Jasmine Martel  
State Bar No. 24122964  
[Jasmine.Martel@huschblackwell.com](mailto:Jasmine.Martel@huschblackwell.com)

HUSCH BLACKWELL LLP  
600 Travis, Suite 2350  
Houston, Texas 77002  
Telephone: (713) 525-6263  
Facsimile: (713) 647-6884

**ATTORNEYS FOR PLAINTIFF**



1176913

Harris County - County Civil Court at Law No. 4

**RIGHT OF WAY AND EASEMENT AGREEMENT**

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

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_ (being referred to herein as "Grantor," whether one or more) does hereby grant, sell, and convey unto the NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (the "Authority"), a governmental agency and body politic and corporate situated in Harris County, Texas, and having a mailing address of 3648 Cypress Creek Parkway, Suite 110, Houston, Texas 77068, Attention: General Manager, its successors and assigns, a perpetual, unobstructed right of way and easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove one (1) underground pipeline for the transportation of water, together with appurtenances thereto and equipment ancillary to the operation thereof, including, but not limited to, fittings, valves, regulators, meters, cathodic protection equipment, and above-ground cathodic protection test stations, markers, flushing hydrants, air valve assemblies, service manholes, air vent pipes (not to exceed seventy-two inches [72"] in height, measured from final grade after construction), and protective bollards (such pipeline, appurtenances, and equipment being referred to herein collectively as the "Line"), over, through, under, and across a strip of land twenty feet (20') in width (the "Easement Area"), more particularly described on Exhibit A attached hereto and made a part hereof, together with the right of (i) unimpaired ingress and egress to and from said Easement Area on public and private roads and (ii) unimpaired access on, over, and through said Easement Area for any and all purposes necessary and incident to the exercise of the aforesaid rights.

During the initial construction of the Line, the Authority shall have the temporary right to use a temporary work area (the "Temporary Construction Easement") located parallel and adjacent to the Easement Area, as described on Exhibit B attached hereto and made a part hereof. The Authority's rights in and to such temporary work area, and its right to use the same, shall expire upon completion of construction or two (2) years from the date of execution hereof, whichever occurs first.

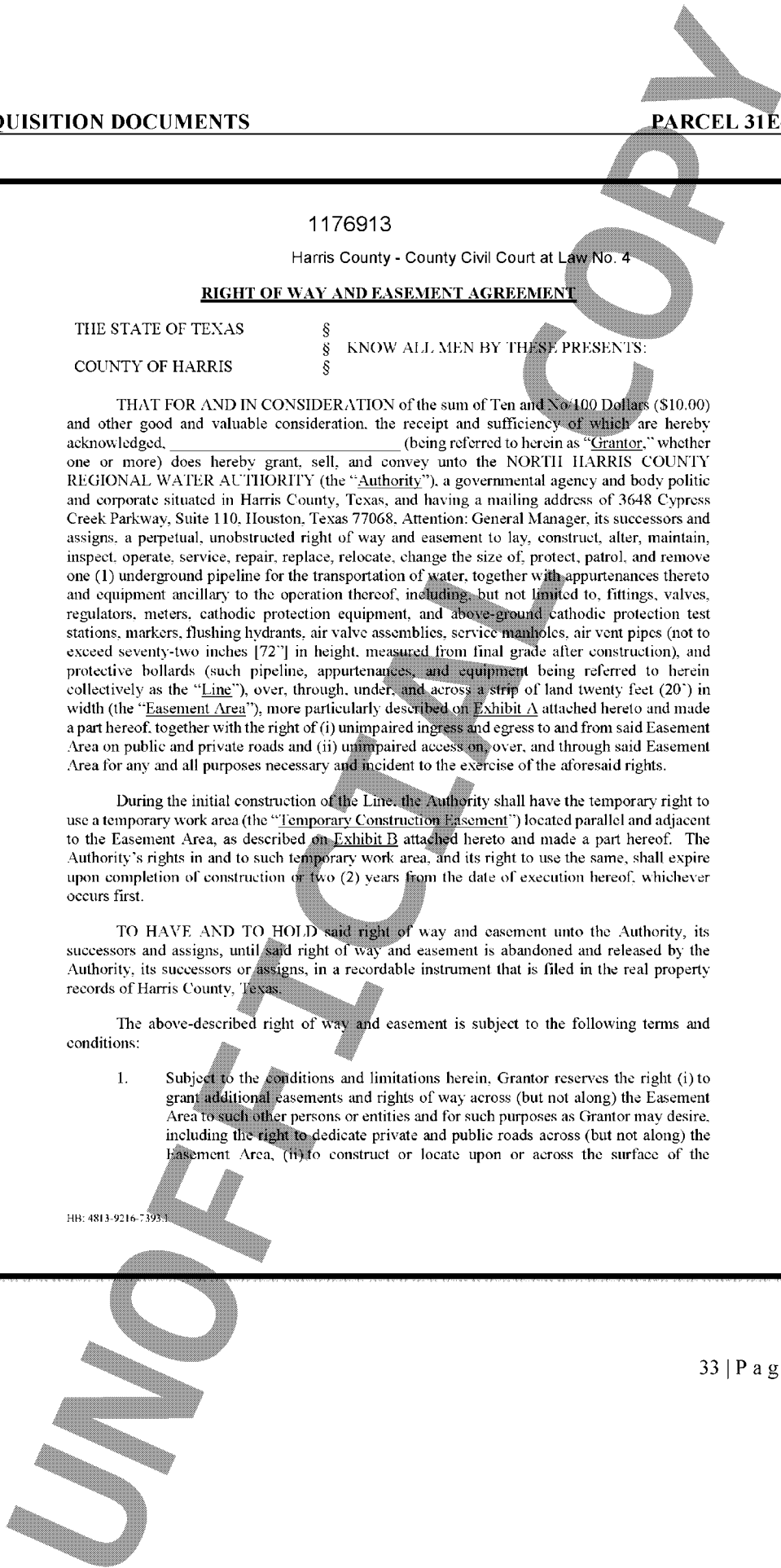
TO HAVE AND TO HOLD said right of way and easement unto the Authority, its successors and assigns, until said right of way and easement is abandoned and released by the Authority, its successors or assigns, in a recordable instrument that is filed in the real property records of Harris County, Texas.

The above-described right of way and easement is subject to the following terms and conditions:

- 1. Subject to the conditions and limitations herein, Grantor reserves the right (i) to grant additional easements and rights of way 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

HB: 4813-9216-73933

RP-2021-620552



Parcel \_\_\_\_\_

Easement Area landscaping (but not trees), irrigation systems, paved uncovered 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 by the Authority pursuant to the terms of this Right of Way and Easement Agreement, are referred to herein as the "Permitted Encroachments."

In all cases in which Grantor exercises rights specified in clauses (i) through (iii) above, Grantor shall grant, dedicate, or construct the Permitted Encroachments only in such a manner that: the Line is not endangered, obstructed, damaged, or interfered with; access to the Easement Area and the Line is not interfered with; the grade of the Easement Area is not changed and cover over the Line is not reduced below forty-eight inches (48"); the Line is left with proper, sufficient, and permanent support; use of the Easement Area for the purposes set forth herein is not unreasonably interfered with; 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 of not less than seventy-five degrees (75°) nor more than one-hundred and five degrees (105°) to the Line. Further, in connection with the design and installation of any Permitted Encroachments, vertical and horizontal separation shall be maintained between the Permitted Encroachments and the Line as may be prescribed by law or good engineering practices, but in no event shall any Permitted Encroachments be constructed or installed so as to have separation of less than twenty-four inches (24") from the Line; provided, however, that with respect to roads, streets, and paved parking areas, there shall be maintained separation of not less than forty-eight inches (48") between the bottom of the road, street, or paved parking area and the top of the Line.

Grantor shall be required to submit construction plans to the Authority at least three (3) months prior to the commencement of construction of any Permitted Encroachments, and the Authority shall have two (2) months from the date the plans are received to review said plans and submit to Grantor construction requirements, if any, for the protection of the Line within the Easement Area or which are otherwise deemed necessary to avoid unreasonable interference with the Authority's exercise of the rights granted herein. If so submitted by the Authority, Grantor shall incorporate any such requirements in its plans for construction of the Permitted Encroachments and shall construct the Permitted Encroachments in a manner consistent with such requirements. Additionally, if the Line has not been constructed at the time the Authority receives such plans and the Authority then has the intention to commence construction (or cause the commencement of construction) of the Line anywhere within the Easement Area within the ensuing six (6) months, the Authority may require the Grantor to delay the commencement of construction of the proposed Permitted Encroachments until the completion of construction of that portion of the Line where such proposed Permitted

Parcel \_\_\_\_\_

Encroachments are to be located. However, during such time period, Grantor shall not be precluded from proceeding with construction activities on portions of the property outside the Easement Area, and the Authority shall allow reasonable access across the Easement Area to such portions of the property.

Grantor must notify the Authority in writing at least one (1) week prior to the initiation of construction on the Easement Area. The Authority shall have the right to monitor such construction activities and may halt construction if any Permitted Encroachments are not being built to specifications.

2. Except for Permitted Encroachments, Grantor shall not build, create, construct, or install or permit to be built, created, constructed, or installed any house, building, obstruction, water-retaining structure, or other structure, facility, or improvement under, upon, in, or over the Line or the Easement Area without the prior written consent of the Authority. Absent such prior written consent, the Authority shall be entitled, at its option at any time, to remove the same without obligation to restore the same or any other liability to Grantor. The Authority also shall be entitled, at its option at any time, to remove Permitted Encroachments, subject to the obligation of the Authority to restore any such Permitted Encroachments as provided below. Upon completion of the construction of Permitted Encroachments, Grantor shall submit record drawings to the Authority indicating the location and specifications of the Permitted Encroachments.
3. Following any activities by Grantor on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, Grantor shall be responsible for restoring the surface of the Easement Area in a timely manner. Further, in the event Grantor's activities on the Easement Area, whether in connection with the construction of Permitted Encroachments or otherwise, cause damage to the Line, the Authority will be entitled to make the necessary repairs to the damaged portion of the Line, and Grantor shall compensate the Authority for the cost of repairing such damage.
4. The consideration that the Authority has paid to Grantor concurrent with the granting of the above-described right of way and easement and temporary work area includes payment for all damages and injuries necessarily caused by the laying, construction, alteration, maintenance, inspection, operation, service, repair, replacement, relocation, change in the size of, protection, patrol of, or removal of the Line within the Easement Area, including any damages or injuries to any property and improvements of the Grantor located outside the boundaries of the Easement Area and the Temporary Construction Easement resulting from the grant and conveyance of this right of way and easement and the proper exercise of the rights granted herein.
5. The Authority shall, at the time of construction, bury the Line (exclusive of appurtenances and equipment customarily located at or near ground level) to a depth of at least forty-eight inches (48") below the surface of the ground and

Parcel \_\_\_\_\_

thereafter shall not alter or change the Line such that it would permanently remain at a lesser depth.

6. Within a reasonable time following completion of the construction of the Line, and thereafter following each entry upon the Easement Area for purposes authorized herein, the Authority shall, to the fullest extent reasonably practicable, (i) repair all damage to Permitted Encroachments directly caused by its activities and restore same to substantially their prior condition and (ii) clean up and restore the surface of the Easement Area and the Temporary Construction Easement to the condition that existed immediately prior to such entry and activities on the Easement Area and the Temporary Construction Easement by the Authority. The Authority shall at all times have the right, but not the obligation, to keep the Easement Area clear of trees, overhanging limbs, undergrowth, and brush.
7. Grantor reserves all rights, if any, in and to oil, gas, sulphur, uranium, fissional materials, and other minerals under the surface of the Easement Area; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce, or operate for oil, gas, sulphur, uranium, fissional materials, or other minerals on the surface of the Easement Area, but will be permitted to extract such minerals and materials from under the Easement Area by directional drilling or other means from land located outside the boundaries of the Easement Area so long as the equipment (and any wells) used in connection therewith are no closer than three hundred feet (300') to the bottom of the Line and so long as the use of the Easement Area is not disturbed and the Line is left with proper, sufficient, and permanent support and is not endangered, obstructed, damaged, or interfered with.
8. It is the intention of Grantor and the Authority that the twenty-foot (20') strip of land comprising the Easement Area shall extend completely across Grantor's property. Accordingly, it is understood and agreed that, in the event that it should ever be determined that either boundary line at which the Easement Area enters and exits Grantor's property has not been properly located or that there is a conflict between calls for the boundary lines included in Exhibit A hereto and the actual boundary lines as subsequently determined (including the boundaries of any strips, gores, rights-of-way, or other pieces of property in which Grantor owns an interest), the Easement Area shall be deemed to be extended in length in order that the intention of the parties will be effectuated.

The foregoing terms, conditions, and provisions shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns, as applicable, of Grantor and the Authority. The rights granted to the Authority (and the obligations of the Authority hereunder) may be assigned in whole or in part by the Authority.

Grantor warrants that Grantor owns the land subject to the above-described right of way and easement in fee simple, that Grantor has the right, title, and power to convey the rights granted herein, and that Grantor shall execute any further assurance of title reasonably requested by the Authority, its successors or assigns.

UNOFFICIAL COPY

Parcel \_\_\_\_\_

This Right of Way and Easement Agreement may be executed in multiple counterpart originals that, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR NAME:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public's Signature

RP-2021-620552

UNOFFICIAL COPY

EXHIBIT A

UNOFFICIAL COPY

HB: 4813-9216-7393.1

RP-2021-620552

March 2021  
31E-2 WLE  
Page 1 of 3

**PARCEL 31E-2 WLE  
N.H.C.R.W.A.  
WATER LINE EASEMENT (WLE)**

**METES AND BOUNDS OF  
0.1007 ACRES OF LAND SITUATED IN THE  
WILLIAM GRAHAM SURVEY, ABSTRACT NO. 308  
HARRIS COUNTY, TEXAS**

Being a 0.1007 acre (4,388 square feet) tract of land situated in the William Graham Survey, Abstract No. 308, Harris County, Texas, and being a part of Block 1, Lot 1 Cypress Park, Section 1 (a unrecorded subdivision, U/R), and being out of and a part of said Lot 1, Block 1 as described in the deed executed June 8, 2010 to Amy Powell, and recorded in Harris County Clerk's File (H.C.C.F.) No. 20100254387 of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.H.C.T.) said Lot 1, Block 1 further described by metes and bounds description recorded in H.C.C.F. No. L800384, O.P.R.R.P.H.C.T., said 0.1007 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch "EIC" plastic capped iron rod found (having surface coordinates of N=13,908,462.15, E=3,037,745.54) on the south right-of-way line of Cypress-North Houston Road (a 100 foot wide right-of-way), said rod marking the southwest corner of a 0.102 acre tract described in the deed to Harris County recorded in H.C.C.F. No. H783952, O.P.R.R.P.H.C.T., and the southeast corner of a 0.205 acre tract described in the deed to Harris County recorded in H.C.C.F. No. H979723, O.P.R.R.P.H.C.T., and the northeast corner of a 4.7950 acre tract described in the deed to Cypress United Methodist Church recorded in H.C.C.F. No. K900447, O.P.R.R.P.H.C.T., said rod on the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and being the northwest corner of the residue of said Block 1, Lot 1 Cypress Park, Section 1, U/R;

1. **THENCE**, North 87° 40' 45" East, with the south line of said 0.102 acre tract and the north line of the residue of said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 210.02 feet to the northwesterly end of a cut-back line, from which a found 5/8 inch "EIC" plastic capped iron rod bears North 04° West, 0.81 feet;
2. **THENCE**, South 53° 22' 51" East, with said cut-back line, the southerly line of said 0.102 acre tract and the northerly line of the residue of said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 16.37 feet to the southeast end of said cut-back line, said corner on the westerly right-of-way line of Cypress Park Drive, a 60 foot drive as described in H.C.C.F. No. D079120, O.P.R.R.P.H.C.T.;
3. **THENCE**, South 02° 37' 11" East, with the west right-of-way line of said Cypress Park Drive and the east line of said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 9.71 feet;

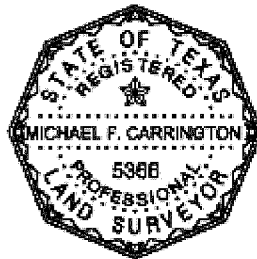
March 2021  
31E-2 WLE  
Page 2 of 3

- 4. **THENCE**, South 87° 40' 45" West, crossing said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 222.62 feet to the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the east line of said 4.7950 acre Cypress United Methodist Church tract;
- 5. **THENCE**, North 02° 50' 13" West, with the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the east line of said 4.7950 acre Cypress United Methodist Church tract, a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 0.1007 acres (4,388 square feet) of land.

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD 83), CORS adjustment, based on redundant RTK GPS observations. Distances and coordinates shown are surface values and may be converted to grid by multiplying by a combined project adjustment factor of 0.99992513.

A separate Exhibit Map dated April 19, 2021 accompanies this Metes & Bounds Description.

Revised April 19, 2021  
March 22, 2021  
By: BASELINE CORPORATION  
TxSurv F-1003D200

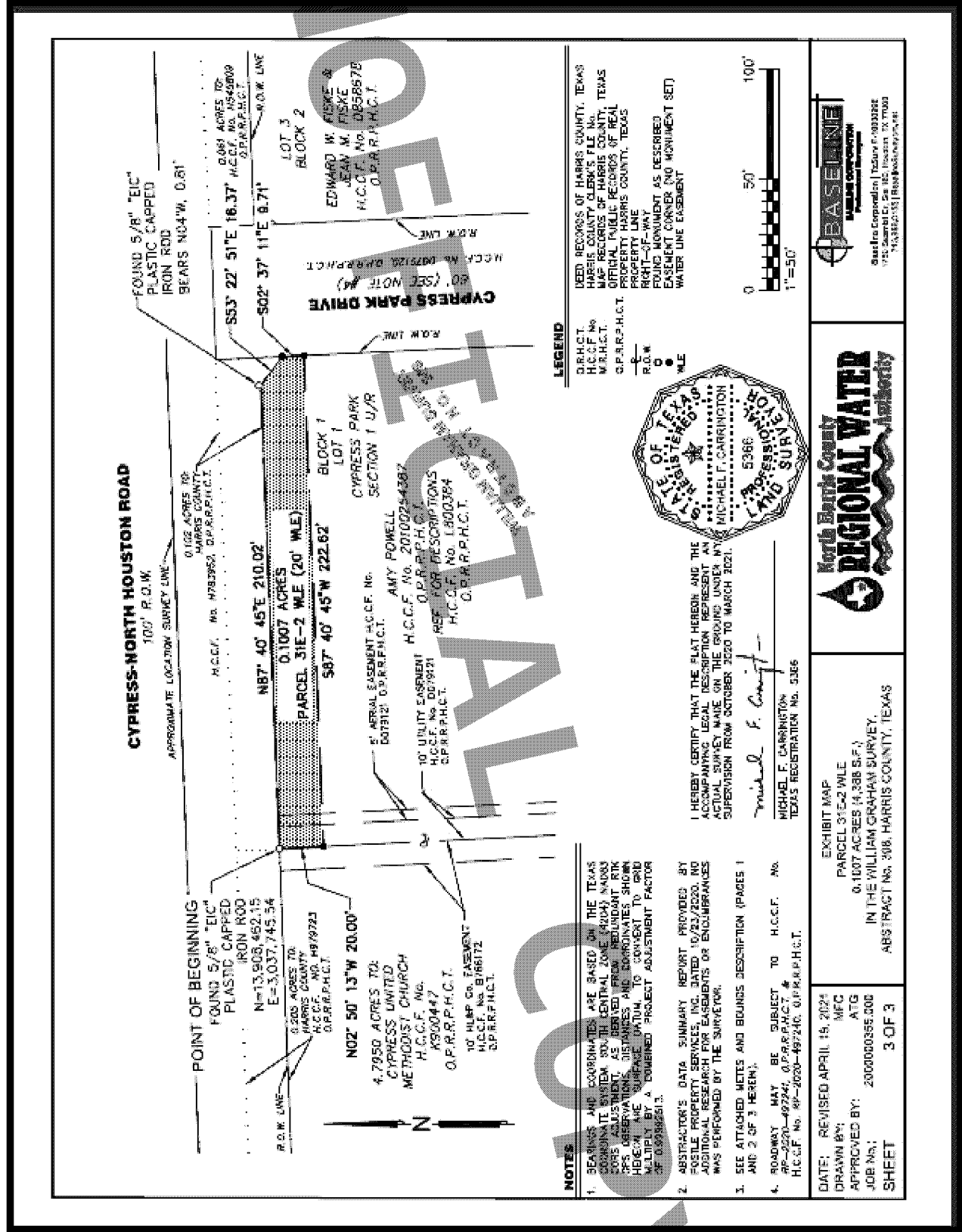


Michael F. Carrington, RPLS  
Texas Registration No. 5366

RP-2021-620552

UNOFFICIAL COPY





CYPRESS-NORTH HOUSTON ROAD

100' R.O.W.  
APPROXIMATE LOCATION SURVEY LINE

POINT OF BEGINNING  
FOUND 5/8" "EIC"  
PLASTIC CAPPED  
IRON ROD  
N=13.908, 462.15  
E=3,037,745.54

0.200 ACRES TO  
HARRIS COUNTY  
H.C.C.F. No. H97923  
O.P.R.P.H.C.T.

4.7950 ACRES TO:  
CYPRESS UNITED  
METHODIST CHURCH  
H.C.C.F. No.  
K900447  
O.P.R.P.H.C.T.

10' HUMP ON FACEMENT  
H.C.C.F. No. B16612  
O.P.R.P.H.C.T.

5' AERIAL EASEMENT H.C.C.F. No.  
E078121 O.P.R.P.H.C.T.  
AMY POWELL  
H.C.C.F. No. 2010025-4387  
O.P.R.P.H.C.T.  
REF FOR DESCRIPTIONS  
H.C.C.F. No. L800394  
O.P.R.P.H.C.T.

10' UTILITY EASEMENT  
H.C.C.F. No. D019121  
O.P.R.P.H.C.T.

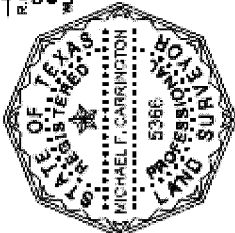
10' HUMP ON FACEMENT  
H.C.C.F. No. B16612  
O.P.R.P.H.C.T.

NOTES

1. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COGNATE SYSTEM SOUTH CENTRAL ZONE (NAD83). SCALES CORRS ADJUSTMENT, AS DERIVED FROM REDUNDANT RTK OBSERVATIONS, DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE DATUM. TO CONVERT TO GRID MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99998513.
2. ABSTRACTOR'S DATA SUMMARY REPORT PROVIDED BY FOSTLE PROPERTY SERVICES, INC. DATED 10/23/2020. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY THE SURVEYOR.
3. SEE ATTACHED NOTES AND BOUNDS DESCRIPTION (PAGES 1 AND 2 OF 3 HEREIN).
4. ROADWAY MAY BE SUBJECT TO H.C.C.F. No. RP-2021-492944; O.P.R.P.H.C.T. # H.C.C.F. No. RP-2020-497240; O.P.R.P.H.C.T.

I HEREBY CERTIFY THAT THE PLAT HEREON AND THE ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION FROM OCTOBER 2020 TO MARCH 2021.

*Michael F. Carrington*  
MICHAEL F. CARRINGTON  
TEXAS REGISTRATION No. 5366



LEGEND

- O.R.H.C.T.
  - H.C.C.F. No.
  - M.R.H.C.T.
  - O.P.R.P.H.C.T.
  - R.O.W.
  - WLE
- DEED RECORDS OF HARRIS COUNTY, TEXAS  
HARRIS COUNTY CLERK'S FILE No.  
MAP RECORDS OF HARRIS COUNTY, TEXAS  
OFFICIAL PUBLIC RECORDS OF REAL  
PROPERTY HARRIS COUNTY, TEXAS  
PROPERTY LINE  
RIGHT-OF-WAY  
FOUND MONUMENT AS DESCRIBED  
EASEMENT CORNER (NO MONUMENT SET)  
WATER LINE EASEMENT

DATE: REVISED APRIL 15, 2024  
DRAWN BY: MFC  
APPROVED BY: ATG  
JOB NO.: 2000000355.000  
SHEET 3 OF 3

EXHIBIT MAP  
PARCEL 31E-2 WLE  
0.1007 ACRES (4,388 S.F.)  
IN THE WILLIAM GRAHAM SURVEY,  
ABSTRACT NO. 308, HARRIS COUNTY, TEXAS



**BASELINE**  
Survey Corporation  
Sandra Corporation | Tulsa, Oklahoma  
1745 West 11th Street, Suite 100  
Tulsa, Oklahoma 74104  
Phone: 918.592.4444 | Email: info@baselinecorp.com

EXHIBIT B

UNOFFICIAL COPY

HB: 4813-9216-7393.1

RP-2021-620552

March 2021  
31E-2 TCE  
Page 1 of 3

**PARCEL 31E-2 TCE  
N.H.C.R.W.A.  
TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**METES AND BOUNDS OF  
0.0511 ACRES OF LAND SITUATED IN THE  
WILLIAM GRAHAM SURVEY, ABSTRACT NO. 308  
HARRIS COUNTY, TEXAS**

Being a 0.0511 acre (2,226 square feet) tract of land situated in the William Graham Survey, Abstract No. 308, Harris County, Texas, and being a part of Block 1, Lot 1 Cypress Park, Section 1 (a unrecorded subdivision, U/R), and being out of and a part of said Lot 1, Block 1 as described in the deed executed June 8, 2010 to Amy Powell, and recorded in Harris County Clerk's File (H.C.C.F.) No. 20100254387 of the Official Public Records of Real Property, Harris County, Texas (O.P.R.R.P.H.C.T.) said Lot 1, Block 1 further described by metes and bounds description recorded in H.C.C.F. No. L800384, O.P.R.R.P.H.C.T., said 0.0511 acre tract being more particularly described by metes and bounds as follows:

**COMMENCING** at a 5/8 inch "EIC" plastic capped iron rod found (having surface coordinates of N=13,908,462.15, E=3,037,745.54) on the south right-of-way line of Cypress-North Houston Road (a 100 foot wide right-of-way), said rod marking the southwest corner of a 0.102 acre tract described in the deed to Harris County recorded in H.C.C.F. No. H783952, O.P.R.R.P.H.C.T., the southeast corner of a 0.205 acre tract described in the deed to Harris County recorded in H.C.C.F. No. H979723, O.P.R.R.P.H.C.T., and the northeast corner of a 4.7950 acre tract described in the deed to Cypress United Methodist Church recorded in H.C.C.F. No. K900447, O.P.R.R.P.H.C.T., said rod on the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and being the northwest corner of the residue of said Block 1, Lot 1 Cypress Park, Section 1, U/R;

**THENCE**, South 02° 50' 13" East, with the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the east line of said 4.7950 acre Cypress United Methodist Church tract, a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described tract, having surface coordinates of N=13,908,442.17, E=3,037,746.53;

1. **THENCE**, North 87° 40' 45" East, crossing said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 222.62 feet to the east line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the westerly right-of-way line of Cypress Park Drive, a 60 foot drive as described in H.C.C.F. No. D079120, O.P.R.R.P.H.C.T.;
2. **THENCE**, South 02° 37' 11" East, with the west right-of-way line of said Cypress Park Drive and the east line of said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 10.00 feet;

March 2021  
31E-2 TCE  
Page 2 of 3

3. **THENCE**, South 87° 40' 45" West, crossing said Block 1, Lot 1 Cypress Park, Section 1, U/R, a distance of 222.59 feet to the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the east line of said 4.7950 acre Cypress United Methodist Church tract;
4. **THENCE**, North 02° 50' 13" West, with the west line of said Block 1, Lot 1 Cypress Park, Section 1, U/R and the east line of said 4.7950 acre Cypress United Methodist Church tract, a distance of 10.00 feet to the **POINT OF BEGINNING**, and containing 0.0511 acres (2,226 square feet) of land.

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD 83), CORS adjustment, based on redundant RTK GPS observations. Distances and coordinates shown are surface values and may be converted to grid by multiplying by a combined project adjustment factor of 0.99992513.

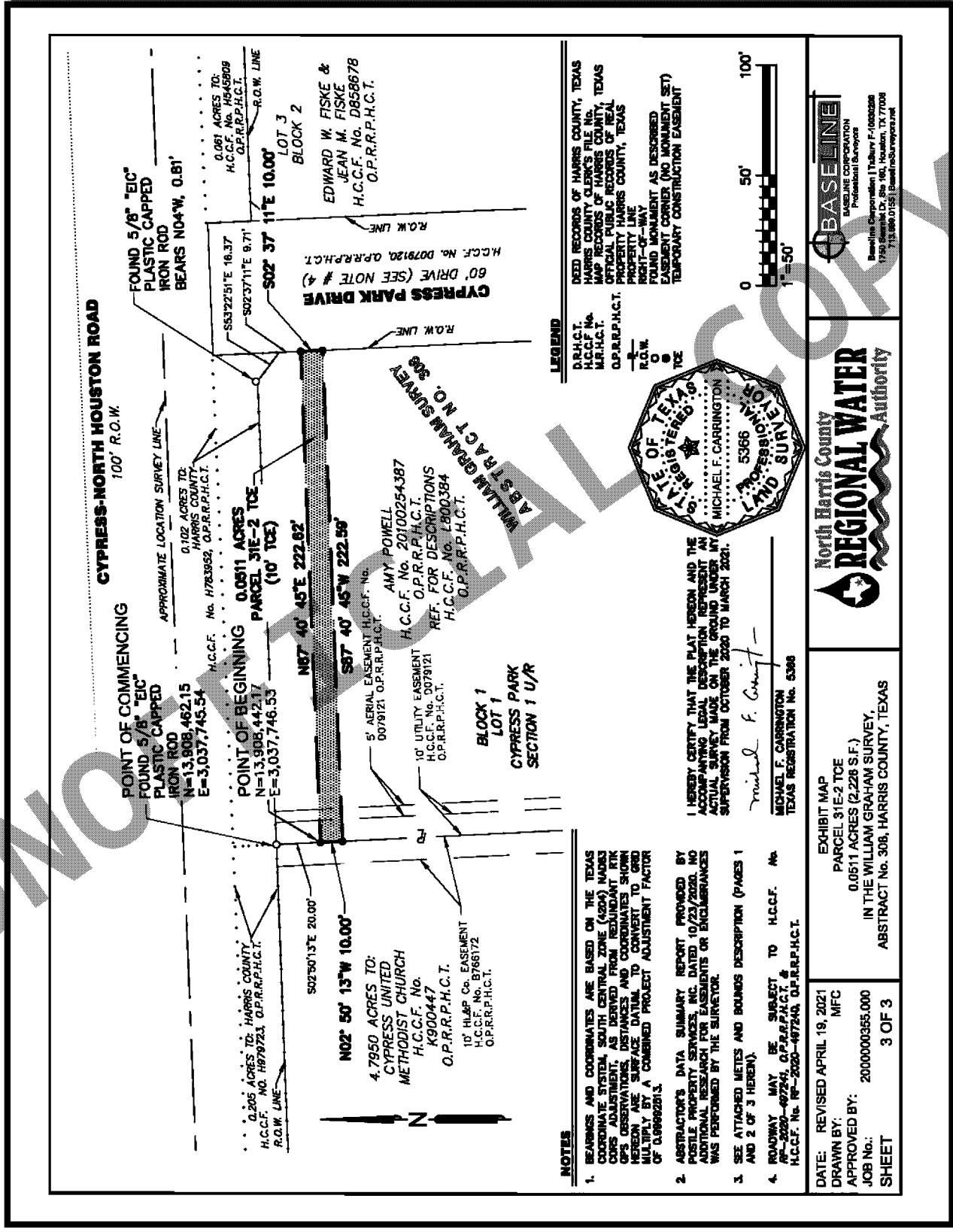
A separate Exhibit Map dated April 19, 2021 accompanies this Metes & Bounds Description.

Revised April 19, 2021  
March 23, 2021  
By: BASELINE CORPORATION  
TxSurv F-10030200

*Michael F. Carrington*

Michael F. Carrington, RPLS  
Texas Registration No. 5366





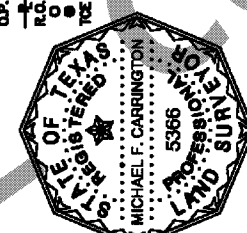
**NOTES**

- BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (AZ04) NAD83. CORRECTIONS TO BE MADE FROM QUADRANTARY IRK CORRECTIONS. BEARINGS AND DISTANCES TO BE ADJUSTED TO HERRON MEAN SURFACE DATUM TO CONVERT TO GRID. MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99992813.
- POSTLE PROPERTY SERVICES, INC. DATED 10/23/2020. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY THE SURVEYOR.
- SEE ATTACHED METES AND BOUNDS DESCRIPTION (PAGES 1 AND 2 OF 3 HEREN).
- ROADWAY MAY BE SUBJECT TO H.C.C.F. No. RP-5020-497240, Q.P.R.R.P.H.C.T. & H.C.C.F. No. RP-2020-497240, Q.P.R.R.P.H.C.T.

**LEGEND**

- D.H.C.T.
- HARRIS COUNTY CLERK'S FILE NO.
- M.H.C.T.
- Q.P.R.R.P.H.C.T.
- R.O.W.
- PROPERTY LINE
- RIGHT-OF-WAY
- FOUND MONUMENT AS DESCRIBED
- EASEMENT CORNER (NO MONUMENT SET)
- TEMPORARY CONSTRUCTION EASEMENT

NEED RECORDS OF HARRIS COUNTY, TEXAS  
HARRIS COUNTY CLERK'S FILE NO.  
MAP RECORDS OF HARRIS COUNTY, TEXAS  
OFFICIAL PUBLIC RECORDS OF REAL  
PROPERTY HARRIS COUNTY, TEXAS  
PROPERTY LINE  
RIGHT-OF-WAY  
FOUND MONUMENT AS DESCRIBED  
EASEMENT CORNER (NO MONUMENT SET)  
TEMPORARY CONSTRUCTION EASEMENT



0 50' 100'  
1" = 50'

**North Harris County**  
**REGIONAL WATER** Authority

EXHIBIT MAP  
PARCEL 31E-2 TCE  
0.0511 ACRES (2,228 S.F.)  
IN THE WILLIAM GRAHAM SURVEY,  
ABSTRACT No. 308, HARRIS COUNTY, TEXAS

DATE: REVISED APRIL 19, 2021  
DRAWN BY: MFC  
APPROVED BY: 2000000365.000  
JOB No.:  
SHEET 3 OF 3

BASELINE  
BASELINE CORPORATION  
Professional Surveyors  
Baseline Corporation | Tillary F-1000280  
1750 Gessner Dr., Ste 160, Houston, TX 77058  
713.960.0158 | baseline@baselinecorp.com

UNRECORDED COPY

RP-2021-620552  
# Pages 21  
10/27/2021 03:55 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$94.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2021-620552