### **RIGHT OF ENTRY AGREEMENT**

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This Right of Entry Agreement (this "<u>Agreement</u>") is made and entered into effective \_\_\_\_\_ (the "Effective Date") by and between **MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 160**, a political subdivision of the State of Texas ("<u>Grantor</u>") and **CITY OF MONTGOMERY** a Type A general-law municipality of the State of Texas ("<u>Grantee</u>"); each is sometimes referred to individually as a "<u>Party</u>" and are sometimes collectively referred to herein as "<u>Parties</u>".

WHEREAS, Grantor is the owner of Restricted Reserve "L" of Section 1 of Town Creek Crossing, a subdivision in Montgomery County, Texas, according to the map or plat thereof as recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2021109947 (the "Property");

WHEREAS, Grantee desires to acquire from Grantor a right of entry for access purposes, over, upon, and across a portion of the Property as depicted on Exhibit "A" attached hereto and made a part for all purposes;

WHEREAS, it is mutually agreeable to Grantor and Grantee that the Grantee and/or its designated agents and contractors shall have the right to enter upon the Property for the above-stated purpose in accordance with the terms provided herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by each to the other, and the mutual benefits to be derived here from, the Parties do hereby agree as follows:

#### **Section 1: Access**

1.1 Access. The Grantor does hereby grant permission to the Grantee, and/or any of its designated agents and construction contractors, to enter upon the Property for purposes of access to the Property as depicted on Exhibit "A" and as may be necessary or appropriate for the purposes of laying, constructing, maintaining, inspecting, operating, protecting, repairing, altering, changing the size of, replacing, relocating, substituting, and/or removing any facilities owned and maintained by Grantee in the event of an emergency.

Nothing contained herein shall grant or be construed as granting to the Grantee the right to enter upon the Property for any purpose other than for the purposes described herein. Grantor expressly reserves the right to the use and enjoyment of the Property for all necessary purposes; no activities of Grantee may unreasonably interfere with or restrict the use and enjoyment of the Property by Grantor or its successors and assigns for necessary purposes. Grantor or Grantor's agent may restrict the use of the Property, or any portion thereof, at any time upon twenty-four (24) hour notice to Grantee, provided that reasonable, alternate access will at all times be made available to Grantee.

During or immediately after any work on the Property pursuant to the rights granted hereby, Grantee performing such activities, at its sole cost and expense, shall take all reasonable measures to restore the grounds, surfacing materials, and other facilities of the Grantor, including landscaping, fences, and pavement situated on the Property, to the condition which existed prior to such operations.

This Agreement is subject to any restrictions, easements, covenants, rights-of-way, licenses or encumbrances affecting the Property and appearing of record in the Official Public Real Property Records of Montgomery County to the extent the same are valid and enforceable against the Property. The rights and privileges herein granted shall be perpetual or for so long as Grantee shall utilize the Property for the purposes intended. The rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

1.2 Release and Waiver. Grantee hereby releases and waives all claims, rights of recovery and causes of action that Grantee or any party claiming by, through or under the Grantee may now or hereafter have against Grantor, or any of the Grantor's partners or other affiliates, or any of its or their respective officers, managers, employees, agents or representatives (individually referred to in this Agreement as an "Indemnified Party", collectively as the "Indemnified Parties"), to the extent allowed under applicable law, harmless from and against any and all claims, demands, liabilities, losses, actions, causes of action, expenses, costs and fees (individually a "Claim") for property damage, personal injuries or death, or any other loss, damage or injury of any kind, arising or alleged to have arisen, whether directly or indirectly, as a result of, or in connection with, Grantee's operations or activities hereunder.

#### **Section 2: Miscellaneous**

2.1 <u>Notices.</u> Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each recipient may change from time to time their respective address for notice hereunder by like notice to the other Party. The notice addresses are as follows:

GRANTOR:	Montgomery County Municipal Utility District No. 160 c/o Hicham Chiali Coats Rose, P.C. 9 Greenway Plaza, Suite 1000 Houston, Texas 77046
GRANTEE:	City of Montgomery Attn: Alan Petrov, City Attorney 2929 Allen Parkway, Suite 3150 Houston, Texas 77019

- 2.2 <u>Applicable Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 2.3 <u>Amendment.</u> This Agreement may be modified at any time by an instrument signed by both Parties.
- 2.4 <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED and effect	tive this da	v of .	. 2024	("Effective Da	.te")

## 

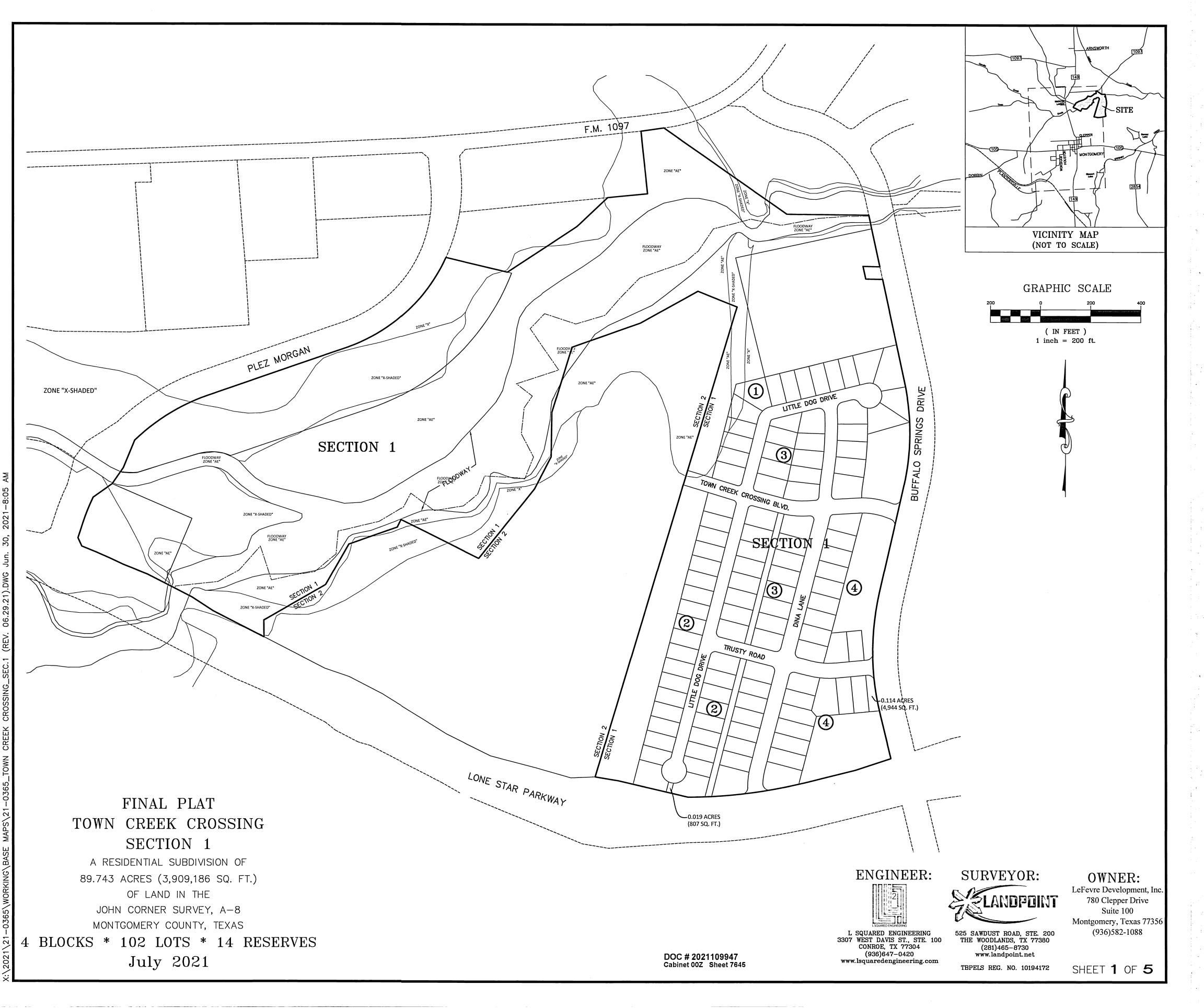
### **GRANTOR:**

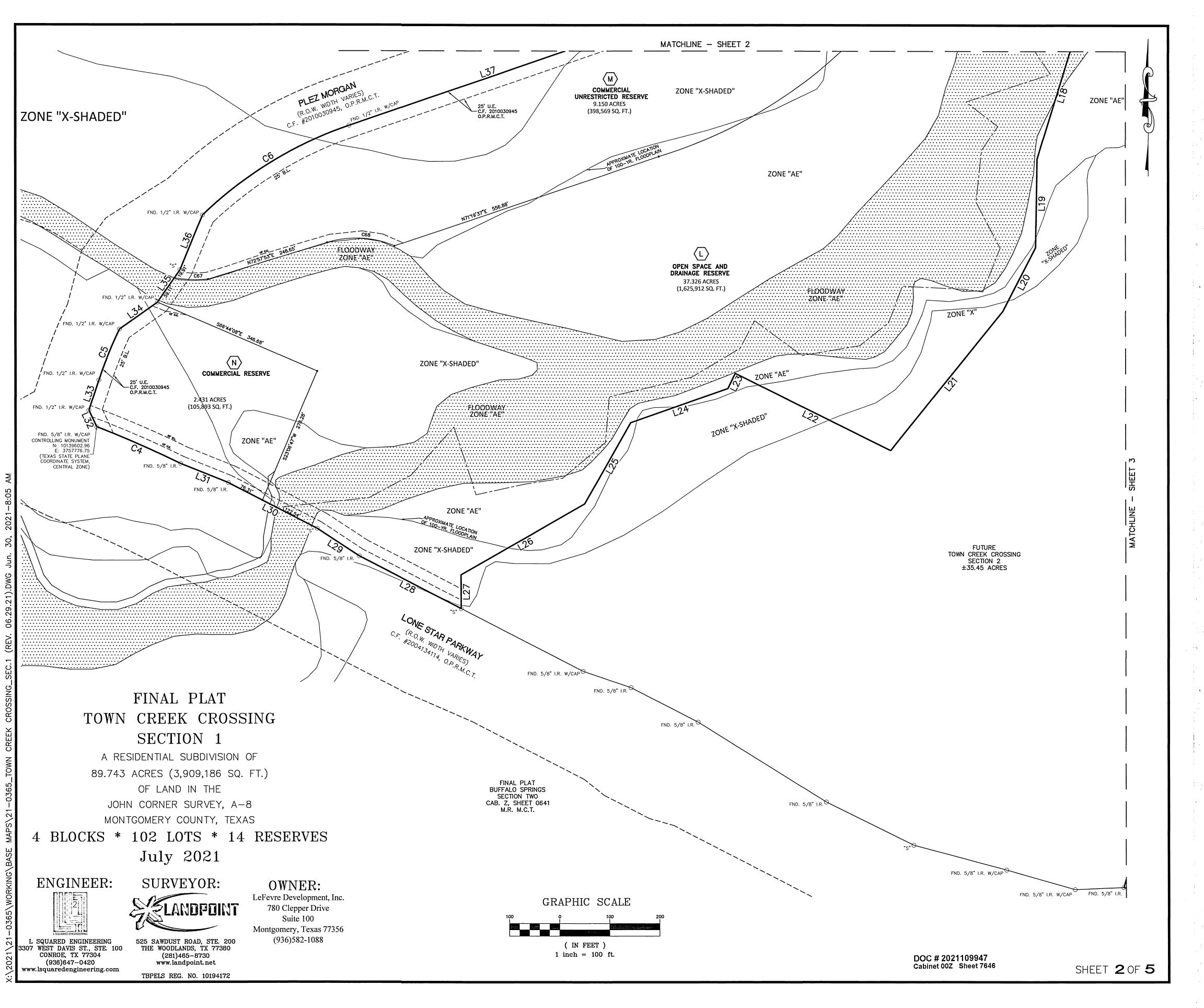
(SEAL)

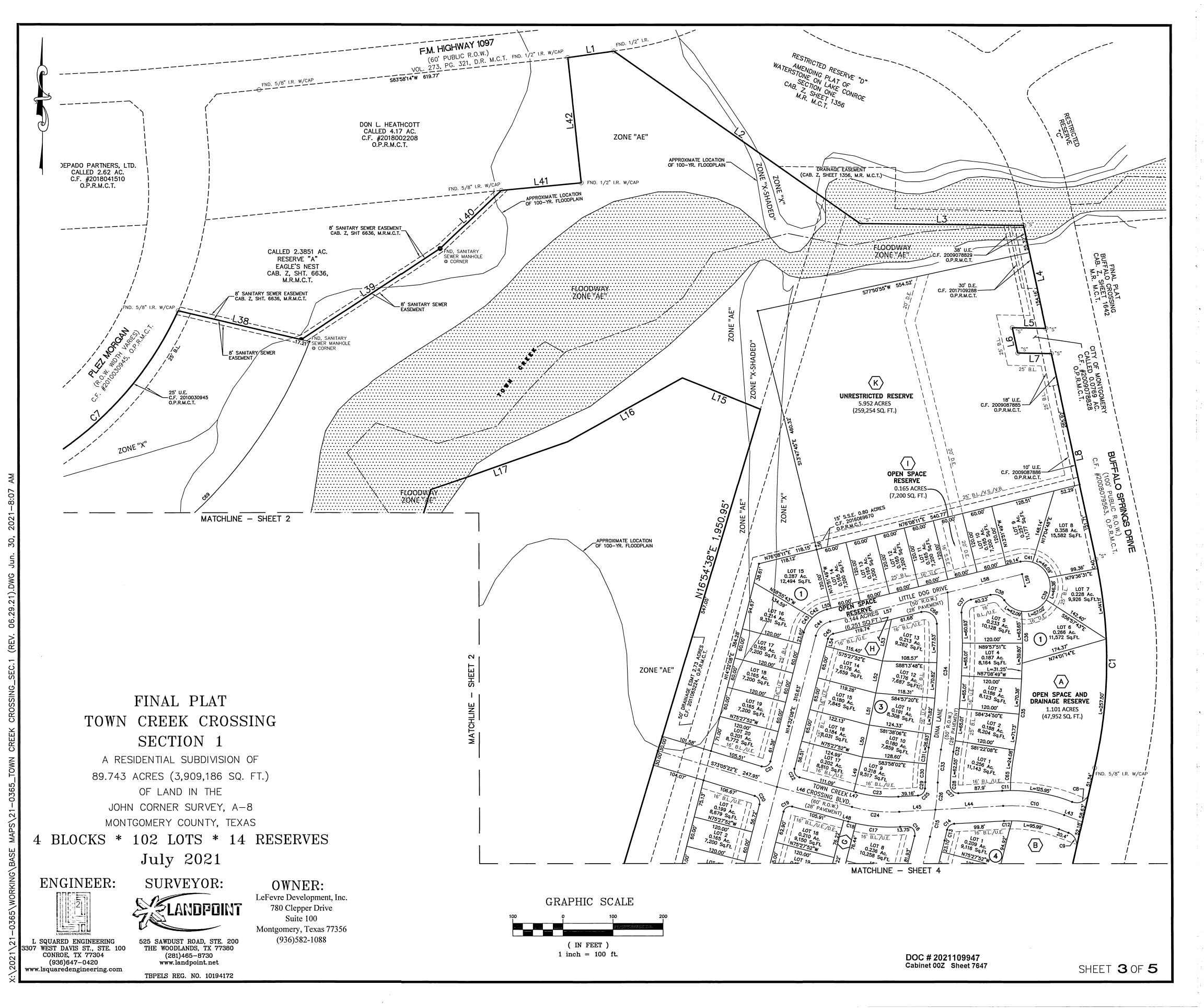
## Montgomery County Municipal Utility District No. 160

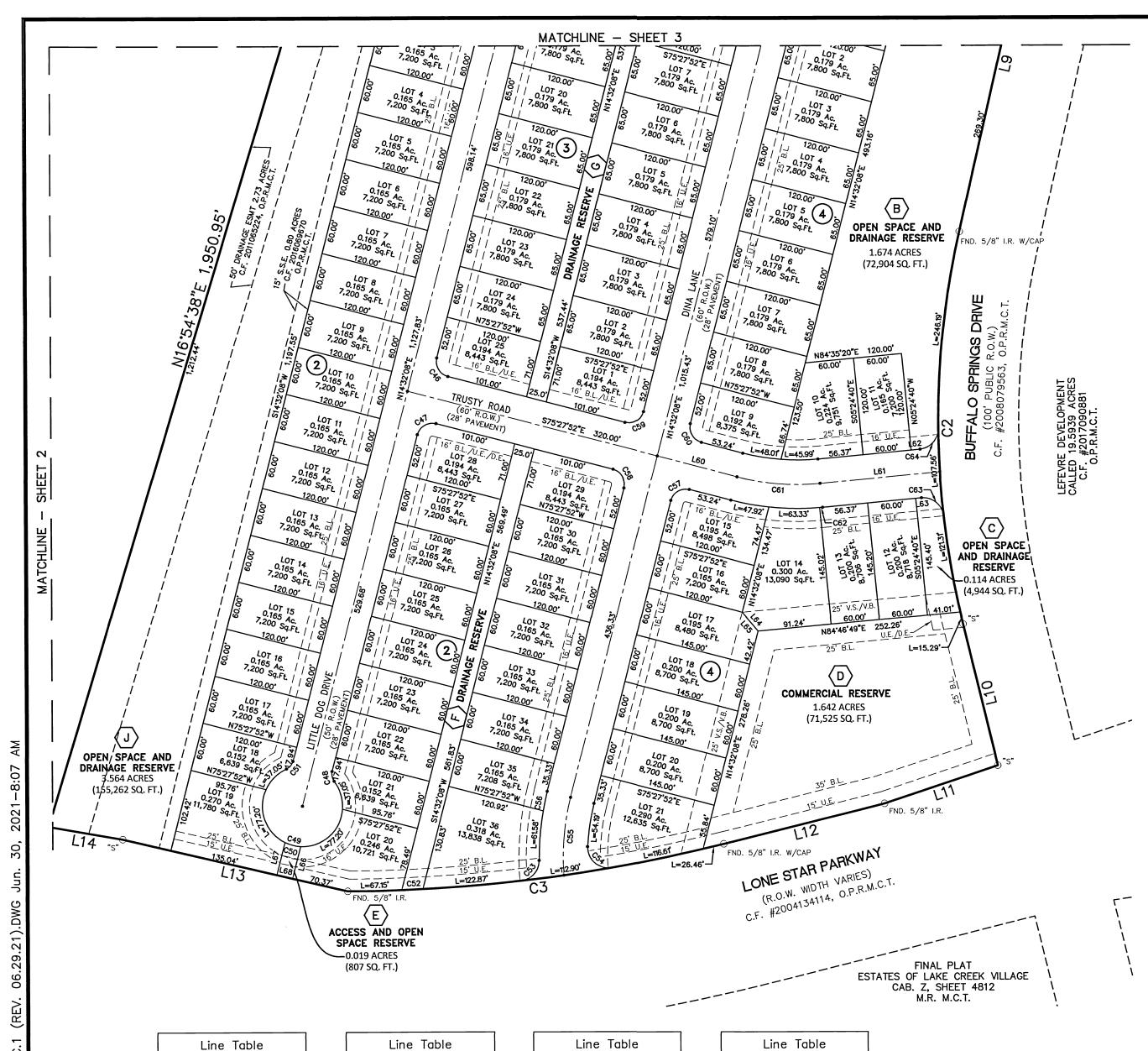
B: Its	
THE STATE OF TEXAS	§
COUNTY OF	§ §
	ged before me on this day of, 2024 of Montgomery County Municipal Utility District
(SEAL)	Notary Public in and for the State of

EXHIBIT "A"









Bearing

L22 N63'43'34"W

L23 | S26"16'26"W

L25 | S29°46'21"W

L27 S00°12'59"E

L28 N62'52'32"W

L29 N56\*59'56"W

L30 N62'53'18"W

L31 N68'11'27"W

L32 N24'55'35"W

L33 N18'17'35"E

L34 N54\*49'11"E

L35 N34°53'40"E

L36 N22°27'44"E

L39 N56'46'50"E

L37 N71°02'38"E 595.09

L38 | S76'45'52"E | 251.85'

L40 N46'38'16"E 168.72'

L21 | S39°02'59"W | 355.28'

| L24 | S70°40'58"W | 205.50'

L26 | S60'16'23"W | 284.38'

Bearing

N82°02'15"E

S55'05'51"E

S89°26'33"E

S12'09'05"E

N89'00'22"W

S12'09'05"E

S89'00'22"E

S12°09'05"E

S13'02'36"W

L12 S76°02'16"W 206.15'

L13 N76'56'27"W 286.65'

N68'11'31"W

S61°02'42"W

L14 N80°21'06"W

L17 S70°44'49"W

L18 | S17'13'22"W

L19 | S00'58'56"W

L20 S27'20'49"W

2021\21-0365\WORKING\BASE

S13'37'24"E 179.96

S71°44'18"W | 148.65'

Length

92.69

598.05

209.48'

66.98'

51.35

66.98

93.35

168.14

261.68

289.60'

272.04

175.89

143.63

Length

345.00

33.44

185.43'

66.98

228.25

102.52

36.09

62.68

92.60'

79.01

117.49

331.60'

No.

Bearing

L41 N84°32'45"E 160.02'

L42 N06°02'45"W 249.91'

L43 | S69°35'43"E | 38.48'

L44 | N86°42'30"E | 135.24'

L45 N86'42'30"E 72.35'

L46 | S75°06'00"E | 154.39'

N14'31'47"E 71.21'

N12'00'43"E 65.06'

N12'00'43"E | 65.06'

L52 N12'00'43"E 65.06'

L53 N12'00'43"E 84.72'

L54 N14'32'08"E | 15.38'

L55 N76°08'11"E 8.44'

L56 S13'47'45"E 7.47'

L57 N76°08'11"E 241.68'

L58 | S76'08'11"W | 153.38'

L59 S13'51'49"E 24.94'

L60 S75'27'52"E 102.24'

N75°06'00"W

L48 | S75°06'00"E |

Length

4.57

9.19'

Length

11.27

7.24

30.57

30.57

40.75

41.27

20.01

Bearing

L62 N84\*35'20"E

L63 N84'35'20"E

L64 N40°20'31"W

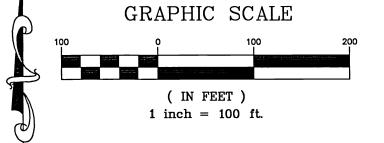
L66 S14'32'08"W

L67 | S14'32'08"W

L68 N76\*56'27"W

S40'20'31"E

L61 | S84°35'20"W | 149.23'



			Curve Tab	ole	
NO.	Length	Radius	Delta	Chord	Chord Length
C1	418.20'	950.00	25"13'19"	S00°27'12"W	414.83
C2	490.18	1,050.00	26*44'53"	S00°19'50"E	485.74
С3	472.15	1,960.00	13*48'08"	S82*57'23"W	471.01
C4	182.78'	2,150.00	4*52'15"	N66°30'34"W	182.72'
C5	109.75	800.00	7'51'36"	N22'07'07"E	109.66
C6	345.28'	800.00	24°43'44"	N58'36'51"E	342.61'
C7	539.65'	681.13	45°23'40"	N47°24'44"E	525.64
C8	42.92'	25.00	98°21'27"	S62°13'20"W	37.84
C9	36.06	25.00	82°38'19"	S2816'33"E	33.01'
C10	124.07	300.00	23°41'48"	S81°26'36"E	123.19'
C11	16.27	330.00	2*49'27"	N88°07'13"E	16.26'
C12	15.68'	270.00	319'39"	S88°22'19"W	15.68'
C13	22.01	530.00	2°22'45"	N13°20'45"E	22.01
C14	19.52	15.00	74°33'07"	N49°25'56"E	18.17
C15	54.72'	500.00	6'16'14"	S11°24'01"W	54.69'
C16	28.23'	15.00	107°49'38"	N39°22'41"W	24.24
C17	104.78	330.00	18"11'30"	N84°11'45"W	104.34
C18	15.81'	330.00	2*44'44"	N76°28'22"W	15.81'
C19	22.08'	14.00	90°21'52"	S59*43'04"W	19.86'
C20	21.41'	14.00	87°37'30"	S29°16'37"E	19.38'
C21	22.57'	14.00	92°22'30"	S60'43'23"W	20.21'
C22	21.90'	14.00	89'38'08"	S30°16'56"E	19.74'
C23	85.73'	270.00	1811130"	S84°11'45"E	85.37'
C24	95.25	300.00	18'11'30"	S84°11'45"E	94.85'
C25	21.76'	15.00	83'06'42"	N45'09'08"E	19.90'
C26	54.11'	500.00	612'02"	S05°09'53"W	54.08'
C27	25.10'	15.00	95°51'50"	N45°21'35"W	22.27'
C28	4.65'	525.00	0'30'27"	N02°19'06"E	4.65'
C29	12.70'	475.00	1°31'55"	N02°49'50"E	12.70'
C30	36.36'	525.00	3'58'04"	N04°02'54"E	36.35'
C31	32.78'	525.00	3'34'39"	N07'49'16"E	32.78'
C32	22.03'	1,289.28	0.58,44,	S09°07'14"W	22.03'
C33	65.85'	500.00	7*32'43"	S05°50'14"W	65.80'
C34	313.60'	1,264.28	14'12'42"	S02°30'15"W	312.79
C35	197.45	1,409.28	8'01'39"	S05°35'46"W	197.28'
C36	103.46	1,409.28	4'12'22"	N00°31'14"W	103.43'
C37	34.42'	25.00	78*52'48"	N36°41'47"E	31.76'

NO.	Length	Radius	Delta	Chord	Chord Length
C38	31.40'	25.06	71°47'39"	S69°21'43"E	29.39'
C39	216.07	50.00	247*35'40"	N22'49'00"E	83.10'
C40	18.89'	950.00	1°08'21"	N11°35'16"W	18.89'
C41	24.49'	50.00	28.03,38,	S86'57'01"E	24.24
C42	34.40'	64.00	30°48'01"	N60°44'10"E	33.99'
C43	34.40'	64.00	30°48'02"	N29'56'09"E	33.99'
C44	41.93'	39.00	61°36'03"	N45°20'09"E	39.94
C45	15.05'	14.00	61°36'03"	S45°20'09"W	14.34'
C46	29.85	19.00	90.00,00,	S30°27'52"E	26.87
C47	29.85'	19.00	90.00,00,	N59'32'08"E	26.87
C48	12.82'	14.00	52°27'20"	N11°41'32"W	12.37
C49	248.63	50.00	284'54'41"	S75°27'52"E	60.94
C50	20.14	50.00	23'04'26"	N75°27'52"W	20.00'
C51	12.82'	14.00	52°27'20"	S40°45'48"W	12.37
C52	26.15	1,960.00	0°45'51"	N87°30'45"E	26.15'
				S41°32'52"W	33.45
C53	36.64'	25.00	83.58.53"		
C54	44.85'	25.00	102*47'57"	N48'21'45"W	39.08'
C55	96.99	300.00	18'31'25"	S05°16'25"W	96.57
C56	24.69'	330.00	4'17'11"	N12'23'32"E	24.68'
C57	29.85	19.00	90.00,00,	N59*32'08"E	26.87
C58	29.85	19.00	90.00,00,	S30°27'52"E	26.87
C59	29.85'	19.00	90,00,00	N59*32'08"E	26.87
C60	29.85	19.00	90.00,00	N30°27'52"W	26.87
C61	104.44	300.00	19'56'48"	N85°26'16"W	103.91
C62	3.63'	330.00	0°37'51"	S84°54'16"W	3.63'
C63	38.90'	25.00	89'09'34"	S50°49'53"E	35.10'
C64	37.08	25.00	84'58'16"	S42'06'12"W	33.77
C65	57.14'	355.00	9"13'22"	N04'59'55"E	57.08'
C66	44.53	25.00	102'02'57"	N52*50'21"W	38.87
C67	67.57	259.34	14'55'39"	S87°44'25"E	67.38'
C68	137.28	195.95	40°08'25"	S87°14'06"E	134.49'
C69	836.60'	922.87	51.56,23,	N47°14'49"E	808.25

# FINAL PLAT TOWN CREEK CROSSING SECTION 1

A RESIDENTIAL SUBDIVISION OF 89.743 ACRES (3,909,186 SQ. FT.) OF LAND IN THE JOHN CORNER SURVEY, A-8 MONTGOMERY COUNTY, TEXAS

4 BLOCKS \* 102 LOTS \* 14 RESERVES

July 2021





L SQUARED ENGINEERING 3307 WEST DAVIS ST., STE. 100 CONROE, TX 77304 (936)647-0420 www.lsquaredengineering.com

# SURVEYOR: **EXELANDFOINT**

525 SAWDUST ROAD, STE. 200 THE WOODLANDS, TX 77380 (281)465-8730 www.landpoint.net

TBPELS REG. NO. 10194172

OWNER: LeFevre Development, Inc. 780 Clepper Drive Suite 100

Montgomery, Texas 77356 (936)582-1088

DOC # 2021109947 Cabinet 00Z Sheet 7648

SHEET 4 OF 5

STATE OF TEXAS COUNTY OF MONTGOMERY

That LeFevre Development, Inc. herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the TOWN CREEK CROSSING SUBDIVISION, SECTION 1, and does hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the city, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and the projected impact of the subdivision.

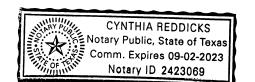
IN TESTIMONY WHEREOF, the Lefevre Development, Inc. has caused these presents to be signed by Thile Efrant its Vice President and its common seal hereunto affixed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2021.

Lefevre Development, Inc.

STATE OF TEXAS COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PALLIP LEFENGE, ITS VICE PRESIDENT OF LEFENGE ACVELOPMENT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION.

MY COMMISSION EXPIRES 9-2-2023



### SURVEYOR'S CERTIFICATION

THAT I, HAROLD L. MOYER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREOF WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MONTGOMERY, TEXAS.

HAROLD L. MOYER, R. T.S. TEXAS REGISTRATION NO. 5656



COUNTY CLERK

DATE LAST ABOVE WRITTEN.

BY: MASK TURNBULL, CLERK, COUNTY COURT,

MONTGOMERY COUNTY, TEXAS

I, MARK TURNBULL, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS THE DAY AND

7649

CITY OF MONTGOMERY

I, THE UNDERSIGNED, ENGINEER FOR THE CITY OF MONTGOMERY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

Chris Rozners CHRIS ROZNOVSKY, 4.E. CITY ENGINEER - CITY OF MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION.

JEFFREY WADDELL, CHAIRMAN PLANNING AND ZONING COMMISSION

CITY OF MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

SUSAN HENSLEY, CITY SECRETARY



# LEGEND / ABBREVIATIONS

CLERK'S FILE NUMBER FOUND IRON ROD 0.P.R. OFFICIAL PUBLIC RECORDS MAP RECORDS M.C.T. MONTGOMERY COUNTY, TEXAS R.O.W. RIGHT OF WAY DEED RECORDS BUILDING LINE UTILITY EASEMENT VEGETATION SETBACK VISUAL BARRIER P.U.E. PUBLIC UTILITY EASEMENT S.S.E. SANITARY SEWER EASEMENT SET 5/8 INCH IRON ROD WITH CAP STAMPED "LANDPOINT 10194172" 0 PROPERTY MARKER

### NOTES:

1. All corners are set 5/8 inch iron rods w/cap stamped "Landpoint 10194172" unless otherwise shown or noted.

2. This property is situated in Zones "X", "X—Shaded", "AE" and "AE-Floodway" in Montgomery County, Texas according to FEMA map number 48339C 0200G dated 08/18/2014. 100 year base flood elevations are between 234' and 236'. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

3. Fencing may be used as the visual barrier in accordance with City

4. Subject to Restrictions recorded under Vol. 72, Pg. 134, Vol. 72, Pg. 143, Vol. 72, Pg. 288, Vol. 89, Pg. 87, Vol. 112, Pg. 392, Vol. 802, Pg. 158, D.R. M.C.T. and C.F.N. 2008-079561, 2009-078829, 2009-087885, 2009-087886, 2011065224, 2016069670 & 2017109288,

5. Bearings were based on the Texas State Plane Coordinate System, North American Datum 1983 (NAD83), Central Zone (4203).

6. One-foot reserve dedicated to the public in fee as a buffer separation between side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property in subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or

7. Approval of the plat is not an acceptance by the City of Montgomery of any dedication of Access, Open Space, Drainage, or similar reserve(s). The City reserves the right to access these reserves but is not accepting ownership or maintenance responsibilities of these areas unless done by separate agreement.

8. There is hereby reserved a ten foot (10') building setback line along the rear of each lot line and a five foot (5') building setback line on either side of each lot line unless otherwise shown.

9. There is a 15' wide drainage easement extending from the edge of the existing floodway, based on the most recent FEMA Firm Panel No. 48339C0200G, no additional surveying was done to establish the limits of the existing floodway.

## VARIANCES (APPROVED MAY 12, 2020):

MINIMUM LOT WIDTH (SECTION 98-122)

- REQUIRED: 75' VARIANCE: 60'

MINIMUM LOT AREA (SECTION 98-122)

REQUIRED: 9,000 SF

VARIANCE: 7,000 SF

RIGHT OF WAY WIDTH SECTION (78-87)

REQUIRED: 60'

VARIANCE: 50'

COMPENSATING GREEN SPACE (SECTION 78-88)

PROVIDED DUE TO MINIMUM LOT WIDTH & AREA VARIANCE

REQUIRED: 2.78 ACRES VARIANCE: 67+ ACRES

VEGETATIVE BUFFER (SECTION 78-162)

REQUIRED: 25' BUFFER ON COMMERCIAL LOT

VARIANCE: 25' BUFFER ON RESIDENTIAL LOT

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A RESIDENTIAL SUBDIVISION OF 89.743 ACRES (3,909,186 SQ. FT.) OF LAND IN THE JOHN CORNER SURVEY, A-8 MONTGOMERY COUNTY, TEXAS

4 BLOCKS \* 102 LOTS \* 14 RESERVES July 2021

ENGINEER:



L SQUARED ENGINEERING 3307 WEST DAVIS ST., STE. 100 CONROE, TX 77304 (936)647-0420 www.lsquaredengineering.com

SURVEYOR:



525 SAWDUST ROAD, STE. 200 THE WOODLANDS, TX 77380 (281)465-8730

www.landpoint.net

TBPELS REG. NO. 10194172

LeFevre Development, Inc. 780 Clepper Drive

Suite 100 Montgomery, Texas 77356

(936)582-1088

DOC # 2021109947 Cabinet 00Z Sheet 7649 OWNER:

SHEET 5 OF 5