

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

PERMANENT EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Permanent Easement Agreement (the "Agreement"), is by and between A-K 133 Hwy 249-Grand Parkway, L.P., a Texas limited partnership, whose address is 8827 W Sam Houston Parkway, Houston, Texas 77040, (hereinafter "Grantor" whether one or more), and Kinder Morgan Tejas Pipeline LLC ("Assignee") whose address is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002 and the City of Tomball, Texas, whose address is 401 Market Street, Tomball, Texas 77375 and its successors and assigns (collectively, "Grantee") (Grantor and Grantee individually a "Party" and collectively the "Parties"). Grantor, for themselves, their heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, do(es) hereby grant, sell, warrant, convey, transfer and confer effective this the ___ day of _____, 2024, ("Effective Date") unto Grantee the following Permanent Easement for the purpose, presently and at such other times in the future as Grantee may elect, to survey, construct, install, lay, maintain, operate, inspect, patrol, protect, preserve, repair, improve, realign, modify, reconstruct, alter, replace, change the size of, relocate and change the route or routes of within the Permanent Easement, retire in place and remove at will, in whole or in part, one (1) pipeline and/or pipeline lateral (the "Pipeline"), one (1) tap ("Tap"), and one meter ("Meter") and other appurtenances reasonably necessary for the purpose of transporting gas, its constituents, derivatives and products, renewable natural gas, liquefied minerals (including condensate, irrespective the source of said condensate) or any other substances that can be transported by the Pipeline, and all necessary or desirable above- and below-ground appliances, appurtenances, and fixtures, including, but not limited to, valves, piping, electronic flow measurement equipment and communications equipment and associated housing, cathodic protection leads, power line drops or power sources, fittings, tie-overs, risers, launchers, receivers, and related piping in, on, over, under, across, upon, and through the following described property ("Grantor's Lands") situated in the County of Harris, State of Texas, to wit:

SEE EXHIBIT "A"

1. Grantor does also hereby grant, bargain, sell and convey to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it an exclusive, unobstructed permanent easement (the "Permanent Easement") for the above-described purposes, located as generally depicted on Exhibit "A" and noted as "Primary Portion", attached hereto and made a part hereof. Grantee shall fence and enclose the Primary Portion of the Permanent Easement with a single fence or to fence any of the Grantee's facilities installed thereon in separate enclosures, and Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use thereof. Grantee shall be allowed to install a gate on the fence or any enclosure guarding the Permanent Easement and lock said gate with a lock of Grantee's choice. Grantee shall keep any such fence locked at all times except during operations on the Permanent Easement. Grantor does also hereby grant, bargain, sell and convey to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it a non-exclusive, permanent easement (the "Permanent Easement") for the above-described purposes, located as generally depicted on Exhibit "A" and noted as "Secondary Portion", attached hereto and made a part hereof. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use thereof. Grantee shall not be allowed to install a gate on the fence or any enclosure guarding the Secondary Portion of the Permanent Easement. In the event that the Grantor or a third party installs utilities or otherwise uses the Secondary Portion of the Permanent Easement, the Grantor or third party shall allow Grantee access at all times and shall be responsible for maintaining/repairing any driveway access constructed by Grantee. Upon completion of

the initial construction of the Pipeline facilities, Grantee shall, upon written request from Grantor, prepare or cause to be prepared a metes and bounds description of the Primary Portion (the "Initial Legal Description") and submit the Initial Legal Description to Grantor for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon approval of the Initial Legal Description by Grantor, Grantor and Grantee shall execute an amendment to this Agreement setting forth the legal description of the Primary Portion, which amendment shall be recorded in the Official Public Records of Harris County, Texas.

2. The right to use the Permanent Easement shall belong to Grantee, its agents, employees, designees, contractors, guests, invitees, successors and assigns and all those acting by or on behalf of Grantee for the purposes established herein. Grantee shall have the right, without paying damages to Grantor, to cut, mow, and/or trim or cut down or eliminate all trees, brush, undergrowth, plantings, invasive plants or noxious weeds from the Permanent Easement. Thereafter, Grantee shall have the right, without paying damages to Grantor, to re-clear the Permanent Easement, including removing trees, brush, and any other obstructions, including removing or preventing the construction of any and all buildings, structures, reservoirs or other obstructions that, in Grantee's sole judgment, may endanger or interfere with Grantee's use of the Permanent Easement or the exercise of its rights granted herein.

3. Grantor shall have no duty or obligation to make any improvements to the Permanent Easement or to maintain or repair any facilities, lines, equipment and improvements, including related appurtenances, which now or hereafter exist within the Permanent Easement. Grantor, for itself and its successors and assigns, reserves all use of, and any and all other rights in and to, the Secondary Portion of the Permanent Easement for any and all purposes not inconsistent with Grantee's use and enjoyment of the Permanent Easement for the purposes herein conveyed, including without limitation, the right to grant utility and other easements to others in, on, under and across the Grantor's Lands and Permanent Easement, to pave over the Easement Area and to use the surface for parking or driveways, and otherwise use the surface of the Permanent Easement. Notwithstanding the foregoing, Grantor shall not conduct any of the following activities on the Permanent Easement, while in effect: (1) construct any temporary or permanent building, site improvements, or other obstructions of and kind whatsoever, including houses, buildings, dams, levees, lakes, reservoirs, ponds, trenches or canals; (2) drill or operate any well, but a well can be directionally drilled under the Permanent Easement; (3) excavate, change the grade, reduce the depth of cover, or slope the Permanent Easement (except that Grantor may maintain any currently-existing roads and make other minor grading/fill adjustments consistent with yard surfacing, so long as such use does not unreasonably interfere with Grantee's use and enjoyment of the Permanent Easement for the purposes conveyed herein); or (4) impound surface water on the Permanent Easement. Anything else herein to the contrary notwithstanding, Grantor reserves the right to cross said Permanent Easement with oil and/or natural gas transmission pipelines subject to conformance with applicable legal restrictions and requirements.

4. Grantee agrees that the Pipelines and all necessary or desirable above- and below-ground appliances, appurtenances, fixtures, and equipment will be constructed to meet or exceed the US Department of Transportation's ("DOT") depth of cover requirements for the type of pipeline facilities being installed. Grantor shall not reduce the cover over the pipelines at any time, increase or decrease the elevation of the earth within the Permanent Easement, or allow the reduction of such cover by any third-party including Grantor or any third party without Grantee's prior written consent.

5. After the completion and installation of the Pipelines, Grantee shall have the right to mark the location of its Pipelines with permanent above-ground markers in accordance with any applicable federal or state law, rules, regulations or administrative or judicial orders and install cathodic protection units, cathodic test leads, and other cathodic protection appurtenances, including but not limited to alternating current mitigation equipment, rectifiers, electric lines, electric meters, anodes, wires, poles, grounds beds, fencing, or any other appurtenances necessary for cathodic protection or corrosion control as determined by Grantee in its sole discretion.

6. Upon completion of the initial construction of the Pipeline facilities, Grantee shall restore the Permanent Easement to its original or better condition to the extent reasonably practicable. Thereafter, Grantee shall restore the surface of the Secondary Portion of the Permanent Easement, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction, use or operation of the Permanent Easement by Grantee commensurate with Grantee's use and enjoyment of the Permanent Easement for the purposes granted herein. Without limiting the foregoing, upon completion of such final construction of the Pipeline facilities, Grantee shall cause all surplus material, equipment, skids, trash, litter, and miscellaneous debris brought onto the Permanent Easement by Grantee or Grantee's agents during construction to be removed and properly disposed of off of the Grantor's Lands during final cleanup and restoration. Grantee shall maintain the Permanent Easement to ensure the surface condition of the Primary Portion of the Permanent Easement is being maintained, as near as practicable, to a similar condition that existed prior to construction or, in the case of the Primary Portion, in the condition

that existed immediately following completion of the initial construction of the Pipeline facilities in accordance with the terms hereof. In the event Grantee performs any boring operations on the Permanent Easement which result in excess spoil, Grantee agrees to remove such excess spoil and dispose of such spoil off of Grantor's Lands.

7. Grantor reserves all oil, gas and minerals on and under the Permanent Easement and the right to cultivate, farm, graze, and otherwise fully use and enjoy said lands, provided, however, Grantor, its successors, heirs or assigns, shall not hinder, conflict, or interfere with Grantee's surface or subsurface rights hereunder, or otherwise interfere with Grantee's use and enjoyment of the Permanent Easement for the purposes sought herein. Grantor shall not plant trees, including trees considered as a growing crop, on the Permanent Easement. Grantor shall neither construct, nor permit to be constructed, any houses, buildings, roads, dams, levees, lakes, reservoirs, ponds, structures, fixtures, or any similar or dissimilar obstructions on or over the Permanent Easement, or any part thereof, without the prior written consent of Grantee, its successors or assigns. No excavation, change of grade, or water impoundment may be made on and no structure shall be erected or placed on the Permanent Easement.

8. The consideration paid by Grantee in this Agreement includes the market value of the Permanent Easement and any and all damages to Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's Lands within the Permanent Easement during initial construction of the Pipeline, but does not cover any damages which may accrue from time to time to Grantor's other lands or the Permanent Easement by reason of operations, maintenance, repair, inspection, alteration and improvement of the Pipeline and necessary or desirable above- and below-ground appliances, appurtenances, fixtures, and equipment. In addition to the consideration paid for the Permanent Easement, Grantee agrees to pay Grantor for any and all reasonable physical damages, including but not limited to growing crops, pasture and fences that arise from Grantee's acts or omissions in the use of or Grantee's ongoing operation activities on the Permanent Easement. It is agreed that any payment due hereunder may be made directly to Grantor, or any one of them as directed in writing.

9. This grant shall include, without limitation, Grantee's agents, employees, designees, contractors, guests, invitees, successors and assigns, the free right of ingress and egress over, across, and through the Permanent Easement and to access the Permanent Easement where same intersect any public road or public rights-of-way or other easement which Grantee has the right to access, in order that Grantee may access its Permanent Easement or otherwise exercise the rights granted herein. Private roads and driveways are not to be used unless permission is obtained from Grantor, which permission shall not be unreasonably withheld. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby to a condition that existed prior to Grantee's use.

10. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors, and assigns. Grantee, its successors and assigns, is hereby expressly given and granted the right to lease, sell, assign, transfer, or convey to others the Permanent Easement herein granted and convey the full rights and privileges herein granted to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. Notwithstanding the foregoing, the rights granted to Grantee may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, Grantee may assign this Agreement, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) to any bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing agreements.

11. All fences that must be cut in order to accomplish any of the purposes herein above granted shall be "H" braced by Grantee on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and, after said installation or repair, said fence shall be replaced in as good as condition as said fence was before cutting.

12. No delay of Grantee in the use or enjoyment of any right or Permanent Easement herein granted or in constructing or installing any additional lines in or along said Permanent Easement shall result in the loss, limitation, or abandonment of any of the right, title, interest, easement, or estate granted herein.

13. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

14. This grant covers all the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms or consideration for this grant. This Agreement, together with exhibits incorporated herein by reference, if any, embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

15. It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records. In lieu of filing this Agreement of record, Grantor and Grantee agree that a Memorandum of this Agreement, making appropriate reference hereto, shall be filed for record in the county in which Grantor's Lands is located.

16. Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement, at its sole cost and expense, the insurance described below during construction operations:

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.
- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in a., b. and c. above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein.

To the extent allowed by law, Grantee shall include Grantor as an additional insured under the policies required above.

17. To the extent allowed by law, Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, liability, claims, demands, causes of action, and expenses, including reasonable attorneys' fees (collectively, "Losses"), for personal injury or damage asserted by any person or entity and resulting direction from the survey, construction, installation, laying, maintenance, operation, inspection, patrol, protection, preservation, repair, improvement, realignment, modification, reconstruction, alteration, replacement, changing the size of, relation and changing the route or routes of, the Pipeline, the Meter or the Tap or any other appurtenance permitted by this Agreement by Grantee, to the extent such Losses were caused by the acts or omissions of Grantee or Grantee's agents, contractors, invitees, licensees, tenants, or employees and not caused by the gross negligence or willful misconduct of Grantor or Grantor's agents, invitees, licensees, tenants, or employees.

18. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THOSE EXPRESS WARRANTIES OF TITLE PROVIDED HEREIN, GRANTOR HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, TO GRANTEE WITH RESPECT TO THE PERMANENT EASEMENT OR GRANTOR'S LANDS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITIONS, RESTRICTIONS DUE TO APPLICABLE LAW OR REGULATIONS, GOVERNMENTAL APPROVALS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PERMANENT EASEMENT OR GRANTOR'S LANDS. GRANTEE AGREES THAT IT HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ITS OFFICERS, AGENTS OR REPRESENTATIVES. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS TRANSFERRING AND GRANTING THE PERMANENT EASEMENT TO GRANTEE AND GRANTEE IS ACCEPTING SAID EASEMENT IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION. Grantee expressly acknowledges and agrees that the easement granted herein is made subject to all matters of record, including but not limited to that certain Lift Station

Easement (0.1038 Acre) dated June 12, 2015 by and between Grantor, as successor-in-interest to A-K Texas Venture Capital, L.P., a Texas limited partnership, and Harris County Municipal Utility District No. 273, and recorded in the Official Public Records of Harris County, Texas under File No. 20150261753.

19. After the construction of the Pipeline, Meter, and Tap, should the easement described herein not be used for a period of twenty-four (24) consecutive months, then the easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of Grantor's Lands, and this Agreement shall be of no further force or effect. In the event of abandonment, Grantee shall not be required to remove the Pipeline, Tap, Meter or appurtenances thereto, but shall abandon the same in place; in which case, the Grantee shall have no further responsibility of liability to Grantor.

20. In any action or proceeding under this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

21. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Harris County, Texas shall be the only proper place of venue for any suit, action or other proceeding at any time arising out of or relating to this Agreement.

22. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Permanent Easement to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement shall be strictly limited to and for the purposes herein expressed.

23. Time is of the essence of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, Grantor and Grantee herein have duly executed this Agreement to be effective on the date first set forth above.

GRANTOR(S):
A-K 133 Hwy 249-Grand Parkway, L.P.,
a Texas limited partnership

By: A-K 133, L.C.,
a Texas limited liability company,
its general partner

By: *Steven D. Alvis*
Name: Steven D. Alvis
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State, personally appeared Steven D. Alvis, in his capacity as Manager of A-K 133, L.C., a Texas limited liability company, in its capacity as General Partner of A-K Hwy 249-Grand Parkway, L.P., a Texas limited partnership, who acknowledged the execution of the foregoing Agreement to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

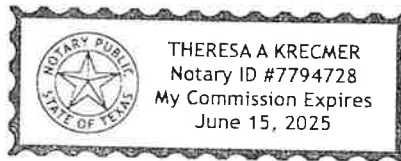
Witness my hand and Notarial Seal this 29th day of February, 2024.

Theresa A. Krecmer
Notary Public

Printed: _____

Residing in _____ County, Texas

My Commission Expires: _____



GRANTEE: Kinder Morgan Tejas Pipeline LLC

By _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Agreement to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

Residing in _____ County, Texas

My Commission Expires: _____

GRANTEE: City of Tomball

By _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Agreement to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

Residing in _____ County, Texas

My Commission Expires: _____

CONSENT AND SUBORDINATION OF LIENHOLDER

FROST BANK, a Texas state bank ("Lienholder"), as Lender under that certain Construction Loan Agreement dated as of January 26, 2024, covering certain indebtedness secured by liens on all or a portion of Grantor's Lands, as evidenced, in part, by an existing deed of trust, vendors' and/or other liens against all or any portion of the Grantor's Lands, evidenced by one or more instruments recorded in the Official Public Records of Harris County, Texas, on January 30, 2024, including, without limitation, that instrument filed under Document No. 202430527, hereby consents to the contents, execution and recording of this Agreement. Lienholder furthermore subordinates all liens held by Lienholder against any property covered by such instruments to the terms of this Agreement, such that a foreclosure of such liens shall not extinguish the rights and interest granted in this Agreement. The undersigned affirms that the undersigned has the authority to bind Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken. This Consent and Subordination of Lienholder shall not be construed or operate as a release of said deed of trust, vendors' and/or other liens owned and held by the undersigned or any part thereof.

FROST BANK,
a Texas state bank

By: Garre Johnson
Name: Garre Johnson
Title: Market President
Date: 2/28/24

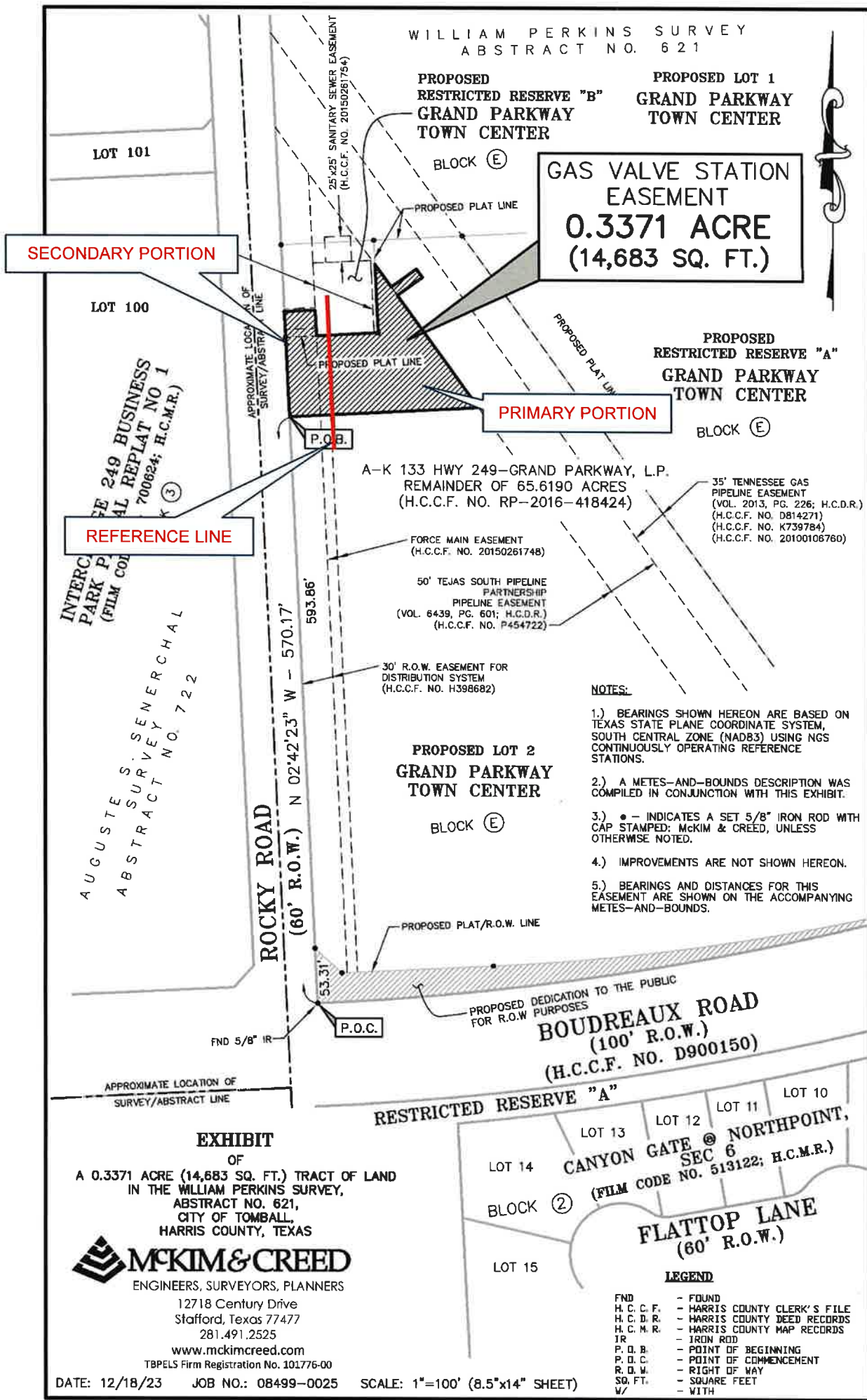
STATE OF Texas §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 28th day of February, 2024, by Garre Johnson, Market President of FROST BANK, a Texas state bank, on behalf of said bank.



Angie Hernandez
Notary Public

EXHIBIT A



SECONDARY PORTION

GAS VALVE STATION EASEMENT
0.3371 ACRE
(14,683 SQ. FT.)

PRIMARY PORTION

REFERENCE LINE

- NOTES:
- 1.) BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83) USING NGS CONTINUOUSLY OPERATING REFERENCE STATIONS.
 - 2.) A METES-AND-BOUNDS DESCRIPTION WAS COMPILED IN CONJUNCTION WITH THIS EXHIBIT.
 - 3.) ● - INDICATES A SET 5/8" IRON ROD WITH CAP STAMPED: MCKIM & CREED, UNLESS OTHERWISE NOTED.
 - 4.) IMPROVEMENTS ARE NOT SHOWN HEREON.
 - 5.) BEARINGS AND DISTANCES FOR THIS EASEMENT ARE SHOWN ON THE ACCOMPANYING METES-AND-BOUNDS.

EXHIBIT OF A 0.3371 ACRE (14,683 SQ. FT.) TRACT OF LAND IN THE WILLIAM PERKINS SURVEY, ABSTRACT NO. 621, CITY OF TOMBALL, HARRIS COUNTY, TEXAS

MCKIM & CREED
ENGINEERS, SURVEYORS, PLANNERS
12718 Century Drive
Stafford, Texas 77477
281.491.2525
www.mckimcreed.com
TBPELS Firm Registration No. 101776-00

DATE: 12/18/23 JOB NO.: 08499-0025 SCALE: 1"=100' (8.5"x14" SHEET)

LEGEND

FND	- FOUND
H.C.C.F.	- HARRIS COUNTY CLERK'S FILE
H.C.D.R.	- HARRIS COUNTY DEED RECORDS
H.C.M.R.	- HARRIS COUNTY MAP RECORDS
IR	- IRON ROD
P.O.B.	- POINT OF BEGINNING
P.O.C.	- POINT OF COMMENCEMENT
R.O.W.	- RIGHT OF WAY
SQ. FT.	- SQUARE FEET
W/	- WITH

December 18, 2023

***Gas Valve Station Easement
0.3371 acre of land in the William Perkins Survey, Abstract No. 621,
City of Tomball, Harris County, Texas***

A FIELD NOTE DESCRIPTION of a 0.3371 acre (14,683 square feet) tract of land in the William Perkins Survey, Abstract No. 621, City of Tomball, Harris County, Texas; said 0.3371 acre tract being out of the remainder of a 65.6190 acre tract of land conveyed to A-K 133 HWY 249-Grand Parkway, L.P., as recorded in Harris County Clerk's File No. RP-2016-418424, and also being out of proposed Lot 2 and Restricted Reserve "B", Block E, Grand Parkway Town Center (a proposed subdivision); said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the east right-of-way line of Rocky Road (60 feet wide) with the north right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for the southwest corner of said 65.6190 acre tract and for the southwest corner of said proposed Grand Parkway Town Center;

THENCE, North 02° 42' 23" West with the east right-of-way line of said Rocky Road, at a distance of 53.31 feet pass a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northwest end of a proposed cutback corner at the intersection of the east right-of-way line of said Rocky Road with the proposed north right-of-way line of said Boudreaux Road and continuing with the east right-of-way line of said Rocky Road and with the west line of said proposed Lot 2 for a total distance of 570.17 feet to a point for the southwest corner and POINT OF BEGINNING of this tract;

THENCE, North 02° 42' 23" West with the east right-of-way line of said Rocky Road and with the west line of said Lot 2, at a distance of 77.00 feet pass a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a northwest corner of said proposed Lot 2 and for the southwest corner of said proposed Restricted Reserve "B" and continuing with the east right-of-way line of said Rocky Road and with the west line of said proposed Restricted Reserve "B" for a total distance of 102.00 feet to a point for a northwest corner of this tract; from which a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northwest corner of said proposed Restricted Reserve "B" bears North 02° 42' 23" West - 65.00 feet;

THENCE, North 86° 59' 15" East - 30.00 feet to a point for a northeast corner of this tract;

THENCE, South 02° 42' 23" East - 25.00 feet to a point in the south line of said proposed Restricted Reserve "B" and in the north line of said proposed Lot 2 for an interior corner of this tract;

THENCE, North 86° 59' 15" East - 60.00 feet with the south line of said proposed Restricted Reserve "B" and with the north line of said proposed Lot 2 to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner of said proposed Lot 2, for the southeast corner of said proposed Restricted Reserve "B", and for an interior corner of this tract;

THENCE, North 02° 42' 23" West - 66.37 feet with the east line of said proposed Restricted Reserve "B" and with a west line of said proposed Lot 2 to a point in the southwest line of a 50-foot wide Tejas South Pipeline Partnership pipeline easement, as recorded in Volume 6439, Page 601 of the Harris County Deed Records and in Harris County Clerk's File No. P454722 for a north corner of this tract; from which a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northeast corner of said proposed Restricted Reserve "B" and for a northwest corner of said proposed Lot 2 bears North 02° 42' 23" West - 23.63 feet;

THENCE, South 35° 54' 37" East - 27.00 feet with the southwest line of said pipeline easement to a point for an interior corner of this tract;

THENCE, North 54° 05' 23" East - 30.00 feet to a point for a north corner of this tract;

THENCE, South 35° 54' 37" East - 10.00 feet to a point for an east corner of this tract;

THENCE, South 54° 05' 23" West - 30.00 feet to a point in the southwest line of said pipeline easement for an interior corner of this tract;

THENCE, South 35° 54' 37" East - 133.75 feet with the southwest line of said pipeline easement to a point for the southeast corner of this tract;

THENCE, South 86° 59' 15" West - 183.51 feet to the POINT OF BEGINNING and containing 0.3371 acre (14,683 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with an exhibit performed on even date.

COMPILED BY:
MCKIM & CREED
Engineers, Surveyors, Planners
Stafford, Texas
Firm Registration No. 10177600
Job No. 08499-0025
Y:\legals\08499-0025_GAS_ESMT docx



Chris Kelly
Robert Chris Kelly
Registered Professional Land Surveyor
State of Texas No. 6833