

**BOUNDARY AND EASEMENT AGREEMENT**

**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.**

Grantor and Mailing Address: Timothy J. Phelan  
P.O. Box 1274  
Waller, Texas 77484

Dominant Estate Property: Lot 11, Spring Hill Farms Subdivision, a subdivision in Waller County, Texas according to a map or plat thereof filed in Volume 627, Page 230, Deed Records of Waller County, Texas

Subservient Estate: Lot 12, Spring Hill Farms Subdivision, a subdivision in Waller County, Texas according to a map or plat thereof filed in Volume 627, Page 230, Deed Records of Waller County, Texas.

Water Well: The water well and its related fixtures located along or near the lot line between the Dominant Estate and Subservient Estate as shown on Exhibit "A" and detailed on Exhibit "B", both attached hereto and incorporated by reference.

Easement Property: The Water Well together with (i) the area shown and described in Exhibits "C" and "D", respectively, (ii) a reasonable area to bury or extend aerial electrical lines for the Water Well from the Dominant Estate Property, and (iii) a reasonable area to bury from the Water Well water pipe for the benefit of the Dominant Estate Property.

Easement Purpose: For the use, maintenance, and repair of the Water Well for the benefit of the Dominant Estate Property.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Exceptions to Warranty: Covenants, conditions, or restrictions of record, visible or apparent easements, public rights-of-way; encroachments, protrusions, overlapping improvements, rights of neighbors in fences and walls; all prior leases, grants, or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto,

GF#  
RETURN TO  
HOMELAND TITLE  
820 13th STREET  
HEMPSTEAD, TX 77445

previously appearing in the public records of the Waller County Clerk.

**Grant of Easement:**

Grantor, for the Consideration and subject to the Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Exceptions to Warranty.

**Boundary Line Agreement:**

Notwithstanding the Easement Agreement contained herein, the lot line or boundary between the Dominant Estate Property and the Subservient Estate Property shall remain and is the lot line as demarcated on the Plat referenced in the description of the Property above, provided however, that as long as the Easement granted herein subsists the Water Well (and related, permitted improvements) shall constitute a permitted encroachment and may not be removed.

**Terms and Conditions:**

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Improvement and Maintenance of Easement Property.* Holder has the right to construct, install, maintain, replace, and remove the Water Well and improvements on the Easement Property. All matters concerning the Water Well and their configuration, construction, installation, maintenance, replacement, and removal shall be reasonable, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines or the lines of the Easement Property if reasonably necessary to construct, install, maintain, replace, or remove the improvements related to the Water Well, subject to replacement of the fences to their original condition on the completion of the work. Holder may construct, repair, and maintain a wellhouse within the Easement Property.

4. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. Further provided however, that under no circumstances shall Grantor or its successor in interest be liable for monetary damages to Holder including attorney fees or consequential damages.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to any choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

7. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

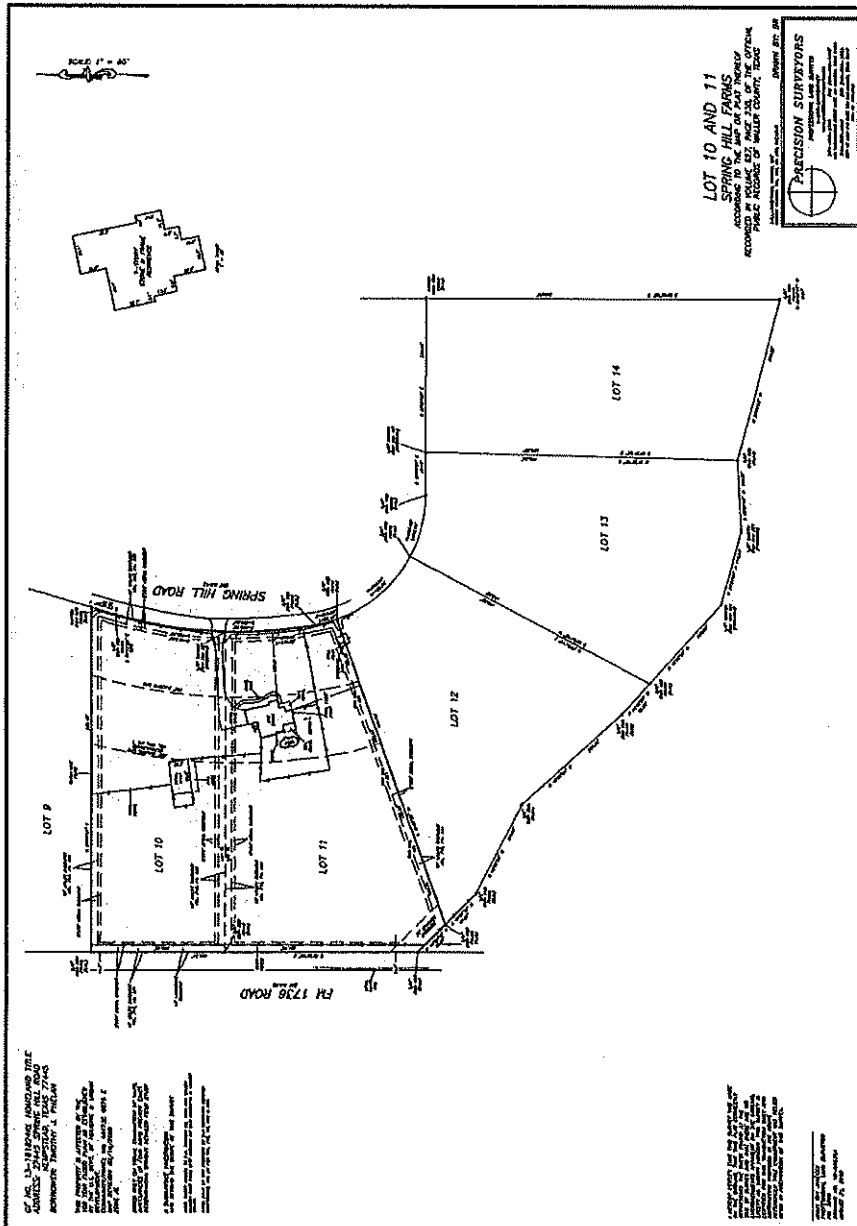
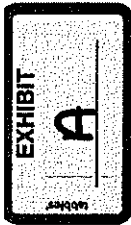
8. *Waiver of Default.* It is not a waiver of and/or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

9. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

10. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

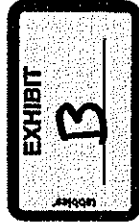
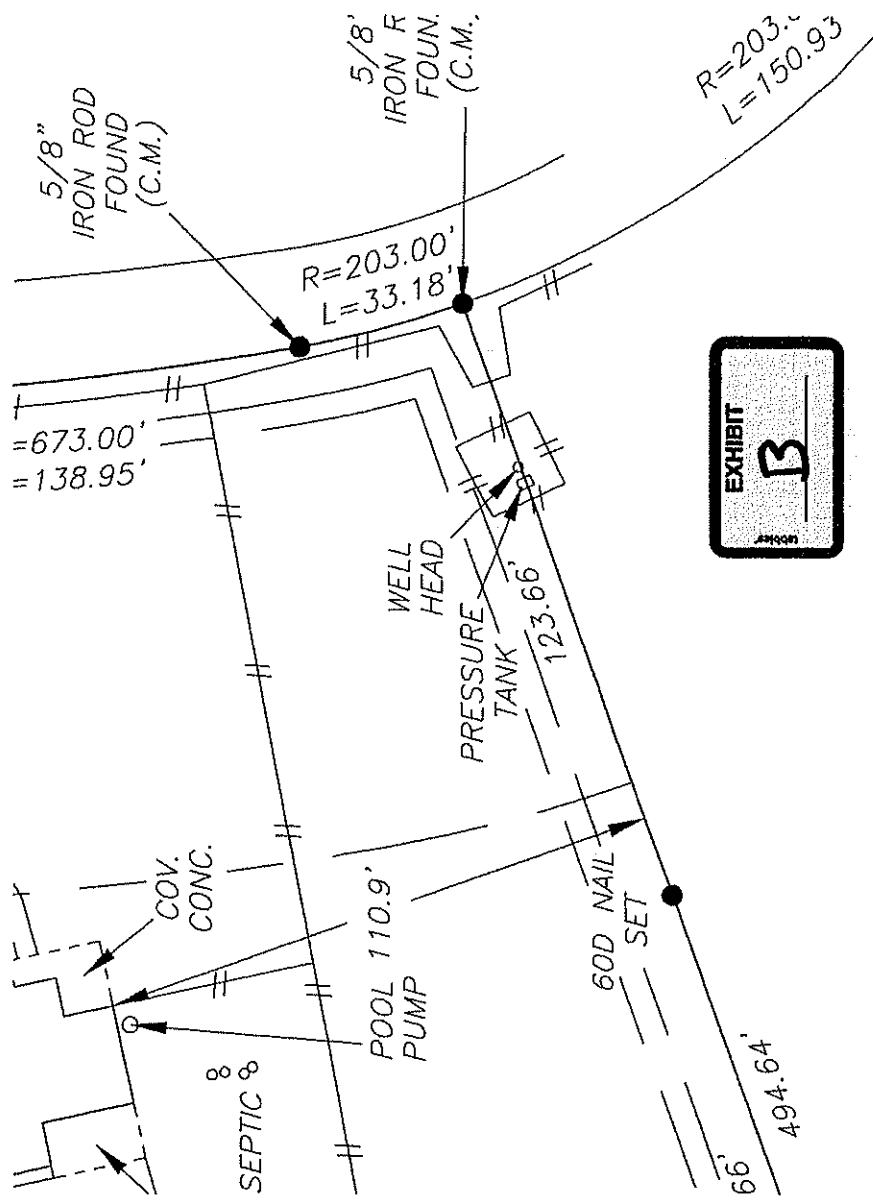
11. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and





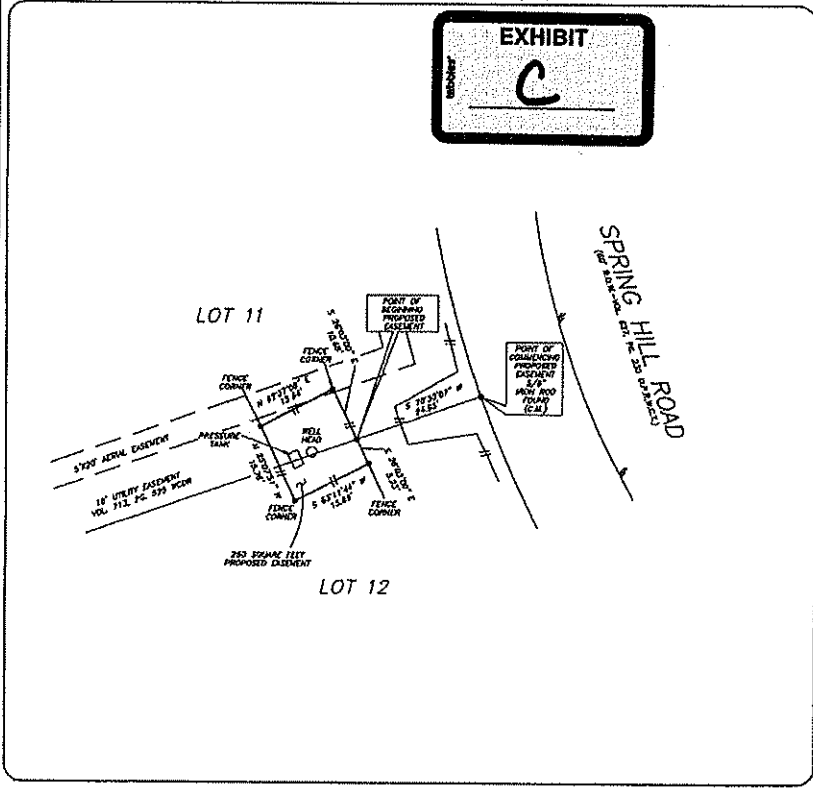
BY MEANS OF THE SURVEYING INSTRUMENTS AND METHODS  
USUALLY EMPLOYED IN THE PRACTICE OF THE  
ART OF SURVEYING, THE FOLLOWING ARE THE  
RESULTS OF A SURVEY MADE BY THE  
SURVEYOR AND HIS ASSISTANTS ON THE  
15th DAY OF APRIL, 1984, FOR THE  
PURPOSE OF DIVIDING THE LAND  
DESCRIBED IN THE ABOVE DEED INTO  
SEVERAL LOTS, TO-WIT:

THE SURVEY WAS MADE BY THE  
SURVEYOR AND HIS ASSISTANTS  
ON THE 15th DAY OF APRIL, 1984,  
FOR THE PURPOSE OF DIVIDING THE  
LAND DESCRIBED IN THE ABOVE DEED  
INTO SEVERAL LOTS, TO-WIT:



**250 SQUARE FEET  
 PROPOSED EASEMENT  
 OUT OF LOTS 11 AND 12  
 SPRING HILL FARMS**  
 A SUBDIVISION IN WALLER COUNTY, TEXAS  
 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED  
 IN VOLUME 627, PAGE 230 OF THE OFFICIAL PUBLIC RECORDS  
 OF WALLER COUNTY, TEXAS  
 (SEE ATTACHED METES AND BOUNDS)

SCALE: 1" = 20'



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D.C.L. = DIRECTIONAL CONTROL LINE  
 RECORD BEARING VOL. 627, PG. 230, W.C.D.P.A.      DRAWN BY: BH



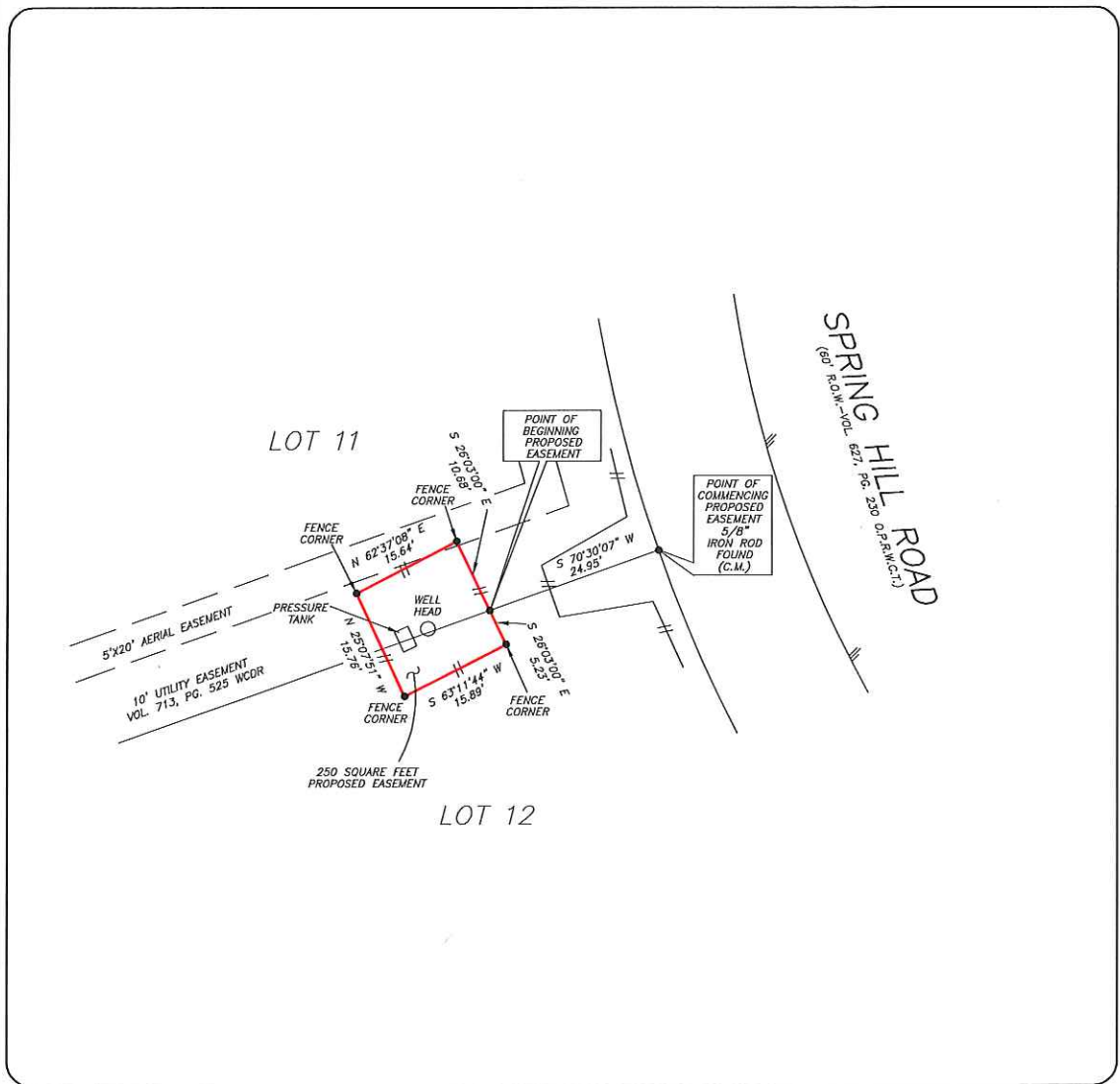
**PRECISION**  
 surveyors

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 150 HARGREAVE STREET SUITE 1100 NEWPORT NEWS 23602    11777 DE LOACH AVE SUITE 600 GARLAND TEXAS 75042  
 FORM NO. 1506-3/03

# 250 SQUARE FEET PROPOSED EASEMENT OUT OF LOTS 11 AND 12 SPRING HILL FARMS

A SUBDIVISION IN WALLER COUNTY, TEXAS  
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED  
IN VOLUME 627, PAGE 230 OF THE OFFICIAL PUBLIC RECORDS  
OF WALLER COUNTY, TEXAS  
(SEE ATTACHED METES AND BOUNDS)

SCALE: 1" = 20'



D.C.L. = DIRECTIONAL CONTROL LINE  
RECORD BEARING: VOL. 627, PG. 230, W.C.D.P.R.

DRAWN BY: BR

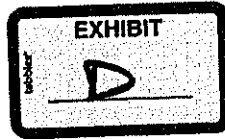


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FIRM NO. 10063700





STATE OF TEXAS §  
§  
§  
COUNTY OF WALLER §

PROPOSED EASEMENT:

A TRACT OF LAND CONTAINING 250 SQUARE FEET (0.00574 ACRE), BEING OUT OF LOTS 11 AND 12 OF SPRING HILL FARMS, A SUBDIVISION IN WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 627, PAGE 230 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.) SAID 250 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
(BEARINGS ARE BASED IN VOLUME 627, PAGE 230 O.P.R.W.C.T.)

COMMENCING at a 5/8 inch iron rod found in the westerly right-of-way (R.O.W.) line of Spring Hill Road (60 feet R.O.W.) marking the common front corner of said Lots 11 and 12;

THENCE S 70° 30' 07" W, along the common northerly line of said Lot 12 with the southerly line of said Lot 11, a distance of 24.95 feet to a point for the POINT OF BEGINNING of the herein described proposed easement;

THENCE S 26° 03' 00" E, across said Lot 12 and along a fence, a distance of 5.23 feet to a fence corner for the easterly corner of the herein described proposed easement;

THENCE S 63° 11' 44" W, across said Lot 12 and along a fence, a distance of 15.89 feet to a fence corner for the southerly corner of the herein described proposed easement;

THENCE N 25° 07' 51" W, across said Lots 11 and 12 and along a fence, a distance of 15.76 feet to a fence corner for the westerly corner of the herein described proposed easement;

THENCE N 62° 37' 08" E, across said Lot 11 and along a fence, a distance of 15.64 feet to a fence corner for the northerly corner of the herein described proposed easement;

THENCE S 26° 03' 00" E, across said Lot 11 and along a fence, a distance of 10.68 feet to the POINT OF BEGINNING containing 250 square feet of land.