

NOTICE OF PUBLIC MEETING

TO: THE BOARD OF DIRECTORS OF THE WOODLANDS TOWNSHIP AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors will hold a Regular Board Meeting on September 17, 2026, at 6:00 p.m., at the office of The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas, within the boundaries of The Woodlands Township, for the following purposes:

STANDARD ITEMS

1. Invocation / Pledge of Allegiance;
2. Proclamations;
(Pages 4 - 9)
 - a. Proclamation recognizing The Woodlands Township Independence Day;
(Pages 4 - 5)
 - b. Proclamation supporting Walk & Roll to School Month;
(Pages 6 - 7)
 - c. Proclamation supporting National Night Out;
(Pages 8 - 9)
3. Call meeting to order;
4. Receive, consider and act upon adoption of the meeting agenda;
(Pages 1 - 3)
5. Recognize public officials;
6. Public comment;

CONSENT AGENDA

7. Receive, consider and act upon the Consent Agenda; (Pages 10 - 180)
(This agenda consists of non-controversial or "housekeeping" items required by law. One motion with modifications, if applicable, approves for action, all items contained within the Consent Agenda. Items may be moved from the Consent Agenda to the Regular Agenda by any Board Member making such request prior to a motion and vote.)
 - a. Receive, consider and act upon Administrative Reports for Community Services;
(Pages 10 - 22)
 - b. Receive, consider, and act upon Administrative Reports for Law Enforcement and Community Policing;
(Pages 23 - 29) 1

- c. Receive, consider and act upon Administrative Reports for The Woodlands Fire Department;
(Pages 30 - 35)
- d. Receive, consider and act upon an award of contract for certified disposal of assorted household hazardous waste collected at a Township-sponsored drive-thru event (C-2026-0465);
(Pages 36 - 37)
- e. Receive, consider and act upon a First Amendment to Standard Professional Services Agreement with Terracon for materials testing services (C-2023-0243);
(Pages 38 - 44)
- f. Receive, consider and act upon a Task Order for Planning Services from Burditt Consultants, LLC (C-2025-0352) for the development of a transit maintenance facility;
(Pages 45 - 53)
- g. Receive, consider and act upon Utility Easements with GTE Mobilnet of South Texas Limited Partnership, dba Verizon Wireless, related to streetlight poles with small cell nodes (P-2026-0512, P-2026-0513, P-2026-0514, P-2026-0515, P-2026-0516, P-2026-0517, P-2026-0518, P-2026-0519, P-2026-0521, P-2026-0522, P-2023-0523);
(Pages 54 - 180)

REGULAR AGENDA

- 8. Receive, consider and act upon Mounted Patrol services;
(Pages 181 - 185)
- 9. Recess the regular meeting of the Board of Directors;
- 10. PUBLIC HEARING: Convene and conduct a Public Hearing related to cell tower installation on Township-owned property (C-2025-0243);
(Pages 186 - 192)
- 11. Reconvene the regular meeting of the Board of Directors;
- 12. Receive, consider and act upon approval of cell tower installations, as presented;

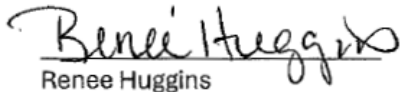
CLOSED MEETING (if applicable)

- 13. Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with The Woodlands Township's attorney pursuant to §551.071, Texas Government Code;
- 14. Reconvene in public session;

DISCUSS FUTURE AGENDA /ANNOUNCEMENTS

15. Consideration of items to be placed on the agenda for next month's meeting;
16. Board announcements; and
17. Adjournment.




Renee Huggins
Township Secretary

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THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Proclamation recognizing The Woodlands Township Independence Day;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

See attached proclamation.

RECOMMENDATION:

Accept the proclamation.

Attachments

The Woodlands Township Independence Day Proclamation



PROCLAMATION

BE IT PROCLAIMED:

Whereas, since 1974, The Woodlands has grown from George Mitchell's vision into a thriving, self-governing community, guided always by the principle that our future should be decided by the people who live here; and

Whereas, in 2007, The Woodlands entered into the Regional Participation Agreement with the City of Houston, which deferred the possibility of annexation only until 2057, leaving that question unresolved for future generations; and

Whereas, on August 26, 2026, The Woodlands Township Board of Directors voted unanimously to approve the Third Amendment to that agreement, and on September 2, 2026, the Houston City Council also approved it, permanently and forever eliminating the possibility that The Woodlands could one day be annexed by the City of Houston; and

Whereas, in addition to resolving matters related to annexation by Houston, beginning in 2030, The Woodlands will retain sales tax dollars once required to be paid to Houston, resulting in an estimated average \$4.5 million per year for the next 30 years to reinvest right here at home;

Whereas, we call upon every resident of The Woodlands to recognize September 2, 2026, as the day our community secured from the City of Houston, once and for all, the right to determine its own future;

Now, therefore, I, Brad Bailey, Chairman of the Board of Directors of The Woodlands Township, proclaim Wednesday, September 2, 2026, as:

THE WOODLANDS TOWNSHIP INDEPENDENCE DAY

In The Woodlands, Texas

IN WITNESS WHEREOF:

I have hereunto set my hand and caused this Seal of The Woodlands Township to be affixed hereto this 17th day of September in the year Two Thousand Twenty-Six.

Brad Bailey, Chairman of the Board, The Woodlands Township
The Woodlands, Texas



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Proclamation supporting Walk & Roll to School Month;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

In 2002, The Woodlands began piloting an international program called Walk to School at one elementary school and the program has grown to include elementary schools throughout The Woodlands. This initiative promotes clean air, encourages healthy habits for kids and families, fosters a sense of community, and ensures the safe use of local pathways, reflecting our community values. Since 2005, The Woodlands Township has consistently ranked among the top three Texas communities with the most participating schools. The Township's Neighborhood Services Department coordinates the Walk & Roll to School program with support from Environmental Services, Parks and Recreation, the Conroe Independent School District Police, and the Harris County Constable's Office.

Conroe ISD 2026 Walk to School Schedule:

- o September 29 – Sally K. Ride Elementary
- o September 30 - Joel L. Deretchin K-6
- o October 1 - Colin L. Powell Elementary
- o October 1 - Don A. Buckalew Elementary
- o October 2 - Glen Loch Elementary
- o October 2 - Sam K. Hailey Elementary
- o October 7 - Coulson Tough K-6
- o October 7 - Roger L. Galatas Elementary
- o October 8 - Barbara Pierce Bush Elementary
- o October 8 - Mirabeau Lamar Elementary

Tomball ISD 2026 Walk to School Schedule:

- o October 5 - Creekview Elementary
- o October 6 - Creekside Forest Elementary
- o October 6 - Timber Creek Elementary

RECOMMENDATION:

Accept the proclamation in support of 2026 Walk & Roll to School Month.

Attachments

Walk & Roll to School Month Proclamation 2026



PROCLAMATION

BE IT PROCLAIMED:

In support of the National Center for Safe Routes to Schools Walk & Roll to School Day and The Woodlands Township's 220+ mile network of pathways that connect schools to homes and places of recreation, The Woodlands Township proclaims the following:

Whereas, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine;

Whereas, the lives of hundreds of children across the nation could be saved each year if communities make pedestrian safety a priority; and

Whereas, it is important for parents and caregivers to teach and model pedestrian safety and physical activity; and

Whereas, community members and leaders should continually assess opportunities to enhance the safety and ease of pedestrian and bicycle travel; and

Whereas, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities; and

Whereas, The Woodlands Township is number three in registered participating schools in Texas;

Now, Therefore Be It Resolved, that The Woodlands Township has proclaimed October as Walk & Roll to School Month and encourages all citizens of The Woodlands Township to consider the safety and health of children this month and throughout the year;

Now, therefore, I, Brad Bailey, Chairman of the Board of Directors of The Woodlands Township, do hereby proclaim the month of October, as:

Walk & Roll to School Month

In The Woodlands, Texas

IN WITNESS WHEREOF:

I have hereunto set my hand and caused this Seal of The Woodlands Township to be affixed hereto this 17th day of September in the year Two Thousand Twenty-Six.

Brad Bailey, Chairman of the Board, The Woodlands Township
The Woodlands, Texas



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Proclamation supporting National Night Out;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

See the attached proclamation.

RECOMMENDATION:

Accept the proclamation in support of National Night Out.

Attachments

National Night Out Proclamation 2026



PROCLAMATION

BE IT PROCLAIMED:

Whereas, The Woodlands Township Neighborhood Watch, through the National Association of Town Watch, is sponsoring a unique, nationwide, crime, drug and violence prevention program on Sunday, October 4, 2026, titled National Night Out; and

Whereas, National Night Out provides a unique opportunity for residents of The Woodlands to join forces with thousands of other communities across the country to promote cooperative, police-community crime prevention efforts; and

Whereas, local law enforcement agencies play a vital role in assisting The Woodlands Township Neighborhood Watch through combined crime, drug and violence prevention efforts in The Woodlands and support National Night Out 2026; and

Whereas, it is essential that all residents of The Woodlands are aware of the importance of crime prevention programs and the impact their participation has upon reducing crime, drugs and violence in The Woodlands; and

Whereas, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the National Night Out program; and

Whereas, the Board of Directors of The Woodlands Township do hereby call upon all residents of The Woodlands to join The Woodlands Township and National Association of Town Watch in supporting National Night Out on Sunday, October 4, 2026;

Now, therefore, I, Brad Bailey, Chairman of the Board of Directors of The Woodlands Township, designate Sunday, October 4, 2026, as:

National Night Out Day

In The Woodlands, Texas

IN WITNESS WHEREOF:

I have hereunto set my hand and caused this Seal of The Woodlands Township to be affixed hereto this 17th day of September in the year Two Thousand Twenty-Six.

Brad Bailey, Chairman of the Board, The Woodlands Township
The Woodlands, Texas



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider and act upon Administrative Reports for Community Services;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

Not applicable.

RECOMMENDATION:

Accept the report.

Attachments

Community Services Administrative Report - August 2026



Chief Operating Officer

MONTHLY REPORT

to the Board of Directors



Covenant Administration
Parks and Recreation
Transportation

August 2026 11

Commercial Operations

TreeVentures	Q1	Q2	July	August	2026 YTD	2025 YTD
Admission Revenue	\$82,123	\$65,874	\$33,607	\$19,944	\$201,549	\$230,452
Group Revenue	\$15,197	\$12,939	\$4,230	\$6,922	\$39,288	\$36,513
Other Revenue	\$5,313	\$7,341	\$1,875	\$555	\$15,084	\$13,195
Total	\$102,633	\$86,154	\$39,712	\$27,421	\$255,921	\$280,159
Participants	2,709	2,025	769	632	6,135	6,420
Per Admission Revenue	\$38	\$43	\$52	\$43	\$42	\$44

All decimals are rounded to the nearest whole number.



Boat Houses	Q1	Q2	July	August	2026 YTD	2025 YTD
Riva Row Rentals*	\$87,215	\$119,108	\$50,274	\$41,659	\$298,256	\$297,945
Lakes Edge Rentals	\$7,607	\$14,309	\$7,516	\$5,963	\$35,394	\$31,357
Mall Swans Rentals	\$17,980	\$16,509	\$5,920	\$5,408	\$45,817	\$23,467
Programs	\$8,895	\$7,892	\$5,734	\$4,826	\$27,348	\$21,115
Total	\$121,697	\$157,818	\$69,445	\$57,857	\$406,817	\$373,884
# Rentals	3,772	5,011	2,129	1,794	12,706	11,765
Per Rental Revenue	\$32	\$31	\$33	\$32	\$32	\$32

* Includes Northshore & Kayak Storage. All decimals are rounded to the nearest whole number.



Recreation

Recreation	Q1	Q2	July	August	2026 YTD	2025 YTD
Front Desk Enrolled	4,168	3,804	748	717	9,437	10,598
Online Enrolled	3,582	3,416	986	899	8,883	9,803
Programs/Sessions offered	1,034	1,068	450	279	2,831	3,131
Cancelled Classes	134	50	6	49	241	371
Revenue Generated from Programs	\$808,169	\$636,749	\$115,020	\$420,564	\$1,980,502	\$1,958,746
Revenue Generated per Registration (Receipt Price Per Registrant)	\$104	\$88	\$66	\$260	\$108	\$96
Fitness Passes Sold	180	203	54	61	498	519
Fitness Area Uses	2,713	2,516	761	532	6,522	7,371
PARDES Facebook Followers (Total to Date)	40,833	41,444	41,814	41,870	41,870	39,025
Tennis Enrollments (Groups, Private, Programs)	6,652	4,873	1,007	1,296	13,828	14,389
Pickleball (Lessons/ Leagues)	294	329	65	58	746	1,568
Softball Teams	47	35	0	0	82	131
Soccer Teams	83	80	0	0	163	168
Sunny Dayz Enrollments	3,153	986	395	178	4,712	4,361
Revenue Generated from Sunny Dayz	\$1,021,529	\$16,052	\$1,403	\$15,747	\$1,054,731	\$977,129
Revenue Generated Per Registration (Receipt Price Per Registrant)	\$324	\$16	\$4	\$88	\$224	\$224

* Monthly numbers vary based on registrations, refunds, and cancellations. All decimals are rounded to the nearest whole number.

Upcoming Events

Memorial Hermann 10 for Texas: October 10, 2026



The Founders Cup: October 17, 2026



2026 Trick or Treat Trail: October 25, 2026

Special Events

Special Events	Q1	Q2	July	August	2026 YTD	2025 YTD
Cash Sponsorships	\$33,750	\$21,700	\$3,000	\$6,250	\$58,450	\$48,750
In Kind Sponsorships	\$2,926	\$9,580	\$667	\$1,300	\$13,173	\$22,065
Field Reservations	4,083	3,278	882	1,196	8,214	6,256
Field Reservations Hours	17,762	18,512	7,693	9,413	43,718	31,519
Pavilion Reservations	499	1,015	303	170	1,806	1,847
Pavilion Reservation Hours	4,096	10,535	3,334	1,439	16,348	14,759
Township Events- Participants (Est.)	4,800	4,400	101,600	400	110,800	50,151
YTD Township Race Participation	1,438	2,321	2,430	2,793	2,430	2,175

**Included Ice Rink Numbers in January 2025*
All decimals are rounded to the nearest whole number

Sports Tourism				
Month	Event Name	Number of Teams	Average Team Size	Average # Hotel Stay Days
August	IFG Pre-Season Tournament	2	19	2

ROCK The ROW
AT HUGHES LANDING • IN THE WOODLANDS
August 6, 2026



Aquatics

Program Registration Numbers	Q1		Q2		July		August		2026 YTD		2025 YTD	
	Enrolled	Revenue	Enrolled	Revenue	Enrolled	Revenue	Enrolled	Revenue	Enrolled	Revenue	Enrolled	Revenue
Jr. Swim Team	43	\$2,220	192	\$41,335	26	\$2,595	0	\$0	261	\$46,150	198	\$35,306
Privates Lesson Enrollment	150	\$3,200	617	\$18,683	352	\$10,560	30	\$930	1,149	\$33,373	1,496	\$37,400
Cyclones/TAAF	37	\$1,735	0	\$0	0	\$0			37	\$1,735	141	\$17,043
5 & 6 Cyclones	11	\$790	0	\$0	0	\$0			11	\$790	24	\$2,053
Learn to Swim	102	\$5,040	647	\$53,740	390	\$41,706			1,139	\$100,486	1,068	\$87,695
Hurricanes	198	\$47,290	15	\$3,375	0	\$0			213	\$50,665	207	\$44,820
Waves	189	\$48,525	10	\$2,340	0	\$0			199	\$50,865	222	\$41,621
Riptides	179	\$43,758	41	\$9,225	0	\$0			220	\$52,983	213	\$46,060
Totals:	909	\$152,558	1522	\$128,698	768	\$54,861	30	\$930	3,229	\$337,047	1,553	\$311,998

*NEW PROCESS: Registrations numbers calculated in the month of start date of program.

Pool Pass Membership Sales	Q1		Q2		July		August		2026 YTD		2025 YTD	
	Passes	Revenue	Passes	Revenue	Passes	Revenue	Passes	Revenue	Passes	Revenue	Passes	Revenue
Resident Pool Pass 3 to 64 years	337	\$14,326	9,477	\$407,714	565	\$24,919	32	\$1,410	10,411	\$448,370	11,010	\$461,700
Resident Pool Pass 0 to 2 years	42	\$317	709	\$5,414	55	\$423	6	\$44	812	\$6,198	852	\$6,550
Resident Pool Pass 65 & Up	50	\$956	741	\$14,321	85	\$1,656	2	\$38	878	\$16,971	869	\$12,831
Resident 5+ Discount Pass	11	\$220	380	\$7,540	35	\$700	2	\$40	428	\$8,500	436	\$8,720
Scholarship Pool Pass	7	\$140	176	\$3,440	20	\$400			203	\$3,890	137	\$3,120
Non-Resident 3 & Up	16	\$2,303	325	\$47,268	4	\$584			345	\$50,153	265	\$39,856
Non-Resident 0 to 2 years	2	\$58	48	\$1,395	3	\$88			53	\$1,542	33	\$1,398
Employee Pass			49	\$2,410					49	\$2,410	57	\$2,490
Employee Pass - up to 4 passes			28	\$1,740	2	\$72			30	\$1,812	12	\$540
Totals:	465	\$18,320	\$11,933	\$491,242	769	\$28,842	42	\$1,532	13,209	\$539,936	13,671	\$537,205

Open/ Public Swim Entry	Q1		Q2		July		August		2026 YTD		2025 YTD	
	Attendance	Revenue	Attendance	Revenue	Attendance	Revenue	Attendance	Revenue	Attendance	Revenue	Attendance	Revenue
Alden Bridge Pool			4,954	\$8,052	2,633	\$3,768	606	\$942	8,193	\$12,762	6,200	\$7,727
Bear Branch Pool			7,648	\$57,249	4,681	\$35,379	1,393	\$10,401	13,722	\$103,029	17,893	\$100,344
Cranebrook Pool			6,159	\$15,819	4,088	\$13,438	1,747	\$9,339	11,994	\$38,596	13,301	\$32,802
Creekwood Pool			1,711	\$2,573	1,103	\$1,382	534	\$897	3,348	\$4,852	3,358	\$4,715
Falconwing Pool			5,388	\$6,527	3,982	\$5,517	1,327	\$2,611	10,697	\$14,655	9,835	\$13,011
Forestgate Pool			1,581	\$1,520	1,008	\$761	299	\$286	2,888	\$2,567	3,018	\$3,017
Harpers Landing Pool			1,313	\$3,252	700	\$1,180	525	\$1,024	2,538	\$5,456	2,943	\$6,495
Lakeside Pool			630	\$1,610	415	\$736	94	\$379	1,139	\$2,725	3,062	\$2,630
Ridgewood Pool			3,764	\$4,321	3,186	\$3,541	955	\$1,217	7,905	\$9,079	10,175	\$10,321
Rob Fleming Aquatic Center			11,698	\$131,452	11,535	\$138,674	5,157	\$63,746	28,390	\$333,872	35,222	\$330,498
Sawmill Pool			4,564	\$14,165	3,428	\$9,205	1,441	\$2,939	9,433	\$26,309	2,836	\$23,112
Shadowbend Pool			1,568	\$2,066	922	\$1,259	1,732	\$2,411	4,222	\$5,736	4,498	\$7,400
Wendtwoods Pool			4,316	\$12,965	2,159	\$7,132	1,246	\$4,222	7,721	\$24,319	10,484	\$28,367
Windvale Pool			1,844	\$2,384	1,403	\$2,538	283	\$724	3,530	\$5,646	3,441	\$5,331
Totals:			57,138	\$263,955	41,243	\$224,510	17,339	\$101,138	115,720	\$589,603	126,266	\$575,770

Rental Revenue**	Q1		Q2		July		August		2026 YTD	
	Reservations	Revenue	Reservations	Revenue	Reservations	Revenue	Reservations	Revenue	Reservations	Revenue
Contracted User Groups	372	\$32,486	352	\$26,460	98	\$6,624	102	\$10,061	924	\$75,630
Rentals			89	\$47,576	46	\$20,475	75	\$38,708	210	\$106,759
Daycare			79	\$775	69	\$820	12		160	\$1,595

*All decimals are rounded to the nearest whole number.

**This is the first year to track rentals.



Morning with a Mermaid

State Lifeguard Competition



Pathway Operations

Trail Name	Q1	Q2	July 2026	August 2026	2026 YTD
Creekside West	181	115	78	83	131
Flintridge	284	158	134	144	200
Footbridge	278	58	18	56	135
GM Ped Bridge	140	131	92	78	123
Grogan's Mill	158	167	131	110	152
Millbend Loop	144	93	37	31	97
Northeast Waterway	1,666	548	559	539	967
Northwest Waterway	566	313	379	419	429
Research Forest	103	39	43	44	73
Rob Fleming Lodge	60	29	13	16	37
Rob Fleming Recreation Center	116	70	61	67	86
Shadowbend	152	129	6	23	109
Southeast Waterway	1,037	1,112	854	891	1,024
Southwest Waterway	1,050	1,048	760	695	969
Spindle Tree	334	353	293	259	327
Total	6,268	4,362	3,457	3,455	4,850

All decimals are rounded to the nearest whole number

Streetscapes

Streetscapes	Q1	Q2	July	August	2026 YTD Total	2025 YTD Total
Woodlands Entries (Cycles) - Brightview	12	12	5	4	33	34
Community Entries (Cycles) - Brightview	6	6	2	2	16	16
Town Center maintenance (Cycles) - Berkeley	10	12	5	4	31	30
ROW Mowing (Cycles) - Brightview	0	3	2	2	7	6
Street Sweeping Villages (Cycles) - Brightview	9	9	3	3	24	24
Street sweeping Town Center (Cycles) - Brightview	12	12	4	4	32	32
Jumbo CDS/Intract (Cycles) - In House	1	3	1	1	6	6
Small CDS (sites visited) - In House	0	2,047	1,336	1,145	4,528	3,694
Trash Removed Villages (Days) - In House	60	49	17	18	144	149
Trash Removed Town Center (Days) - Berkeley	52	55	19	17	143	140
Trash Removed (Gallons) - In House	32,680	23,575	7,865	9,580	73,700	89,800
Trash (Bulk items) - In House	2,417	1,768	583	630	5,398	5,885
WO Created (Streetscapes)	1,893	2,218	575	603	5,289	N/A
WO Closures (Streetscapes)	1,421	1,172	502	387	3,482	6,424
Forestry						
# of In House Trees Removed	1,246	485	13	4	1,748	2,675
# of Contractor Trees Removed	1,910	1,196	324	235	3,665	4,262
Trees Planted (Outside of Community Reforest Plan)	968	0	0	0	968	23
Vine Maintenance Days Completed	120	0	0	0	120	120

Park Operations

Natural Resources	Q1	Q2	July	August	2026 YTD	2025 YTD
WOs Created	502	278	407	204	1,187	1,522
WOs Completed	878	388	401	235	1,667	1,685

Facilities	Q1	Q2	July	August	2026 YTD	2025 YTD
WOs Created	667	694	716	352	2,077	2,367
WOs Completed	1,308	1,187	655	327	3,150	2,726

Alden Bridge Sports Park Progress



Park Rangers

Park Ranger Patrol	Q1	Q2	July	August	2026 YTD Total	2025 YTD Total
Pathway Patrol Hours	1,628:12	1,582:48	587:26	562:17	4,360:43	5,144:18
Pathway Patrol Hours Per Mile *	2.40	2.34	2.60	2.29	2.41	2.87
After Hour Calls via Main Line	146	327	130	109	712	1145
Bandit Sign Removal	91	253	115	97	556	247
Park Inspections- Walk Through	1,974	2,149	725	787	5,635	3,583
Park Inspections-Call Out	302	527	175	182	1,186	1,174
Park Inspections-Detailed	3,669	3,372	1,215	1287	9,543	12,802
Average Inspections Per Park	14.36	14.61	15.33	16.35	16.94	14.75

*226 miles of pathways

138 parks inspected

Town Center Operations

Town Center Operations	Q1	Q2	July	Aug	2026 YTD
Work Orders Created	700	684	92	140	1,616
Work Orders Completed	636	710	120	122	1,588

Additional:

Waterway Square fountains repairs completed and water features back on (wall, ellipse, cascades and upper nozzles)

Town Center tree pruning underway

Staffing:

Town Center Ranger - Late Night Staff Member hired and has begun on-board training

Training:

Events:

8/2 - Heatwave Half Marathon* - Town Green Park

8/6 - Rock the Row - Hughes Landing

**Event not sponsored by The Woodlands Township*



“The Way Home” Veterans Memorial

New program to honor a family member or friend who has served in the U.S. Armed Forces with an engraved granite memorial tile at “The Way Home” Veterans Memorial Monument in Town Green Park.

Located at 2099 Lake Robbins Drive, The Way Home is a permanent memorial honoring active-duty service members and veterans (living or deceased), from every branch of the U.S. military and all conflicts.

For more information, visit:
thewoodlandstownship-tx.gov/thewayhome

About The Town Center

The Town Center Division was created in 2012 to manage the Township’s assets in the Town Center area. These include Waterway Square Park, Town Green Park, Riva Row Park, the Koi Garden in Millennium Mew Park, the upper and lower sections of The Woodlands Waterway, and amenities in Hughes Landing such as Lakes Edge Park, Botanical Garden, Water Garden Park, the Hughes Landing Boardwalk and Band Shell. Town Center Rangers and other staff also patrol the pathways and streetscapes throughout Town Center as well as The Woodlands Waterway itself.

Park and Recreation Capital Projects

Dept.	Budget Year	Project Description	Estimated Completion
Aquatics	2026	Pool Rules Signage	TBD - Post Season
		Pool Slide Replacement	10/1/2026
		Sprayground Improvements	11/1/2026
Park Ops	2026	Athletic Facility Improvement	9/31/2026
		Lake & Pond Improvements	11/1/2026
		Rob Fleming Pump Station	11/1/2026
		Park Drainage Improvements	12/31/2026
		Recreation Center Improvements	12/31/2026
Planning	2026	Parks, Pathway, Courts & Pool Lights - LED	9/30/2026
		Pavilion Repairs	9/30/2026
		Wayfinding Signs	9/30/2026
		Bridge Replacement	10/30/2026
		Park Amenities	10/30/2026
		Park Signs	10/30/2026
		Playground Improvements	10/30/2026
		Pool Pump Room Repair	12/1/2026
		Monument Signs	12/31/2026
		Pathway and Paving Improvements	12/31/2026
Parks Needs Assessment	2026	ABSP Ph1-Benches/Bleachers	12/31/2026
		ABSP Reno Ph1- Shade Awnings	12/31/2026
		ABSP Reno Ph1 - Pavilion	12/31/2026
		ABSP Reno Ph1 - Playground	12/31/2026
		ABSP Reno Ph1 - Restroom	12/31/2026
		ABSP Reno Ph1 - LED Lighting	12/31/2026
Town Center	2026	Waterway Elevator Replacement	9/31/2026
		Holiday Decoration Replacement	9/30/2026
		Town Center Streetscape Repairs	12/31/2026
Planning	2025	Playground Improvements	9/30/2026
		Shadow Lake Marsh Experience	10/31/2026
		Pathway and Paving Improvements	12/31/2026
		Pavilion Repairs	12/31/2026
Town Center	2025	242 Connector Pathway (TxDOT)	In Progress
		Waterway Square Fountain Renovation	In Progress
Park Ops	2024	PARDS Office Expansion	In Progress
Planning	2024	North Millbend Pathway Connector	12/31/2026
		Pavilion Repairs	In Progress
		Harper's Landing Pathway Connector	TBD

Dept.	Budget Year	Project Description	Estimated Completion
Planning	2023	Parking Lot Expansion	In Progress
		South Gosling Engineering	In Progress
Park Ops	2023	Bicycle Lane	In Progress
Recreation	2023	Bear Branch Phase II	In Progress
Planning	2022	Major Park Renovation	In Progress
Town Center	2022	Hardscape Improvements	In Progress
Complete			
Aquatics	2026	Chemtrol Units	Complete
		Lifeguard Stand Replace	Complete
		Pool Fencing	Complete
		Pool Deck Refurb/Replaster	Complete
		Pool Shade Structure	Complete
		Slide & Foam Refurbish	Complete
		Thermal Cover	Complete
Planning	2026	Athletic Court Fencing	Complete
		Athletic Court Resurfacing	Complete
Park Ops	2026	Grogan's Mill Pedestrian Bridge	Complete
Park Ops	2026	Irrigation Improvements	Complete
Town Center	2026	Riva Row Boat House Repairs	Complete
Town Center	2026	Hughes Landing Boardwalk Artificial Turf	Complete



**Newly Renovated
Craftwood Park Playground**

About Parks and Recreation

The Woodlands Township Parks and Recreation Department consists of seven divisions: Park Operations, Park Planning, Aquatics, Recreation, Special Events, Town Center Operations and Streetscapes. These divisions work in collaboration to operate, maintain and program 220 miles of hike and bike pathways/nature trails, 220 miles of streetscapes, 4,445 acres of open space, 151 community parks, Texas TreeVentures, 95 playgrounds, 80 tennis courts, 70 lakes and ponds, 74 pavilions, 43 sportsfields, 37 basketball and volleyball courts, 14 community swimming pools, 8 spraygrounds, 2 boat houses, 2 recreation centers and more than 60 annual special events. The Woodlands Township has long recognized the benefits of the parks and recreation department, and its facilities, through three pillars of service: equity, conservation, and health and wellness.

Covenant Administration

Permitting	January	February	March	April	May	June	July	August	2026 YTD	2025 YTD
Residential Applications	435	577	681	614	573	611	556	561	4,608	4,763
Staff Approved Residential Applications	268	335	545	433	416	411	432	367	3,207	3,423
% Residential Applications Approved by Staff	62%	58%	80%	71%	73%	67%	78%	65%	70%	71%
Commercial Applications	94	53	62	127	53	76	65	48	578	472
Staff Approved Commercial Applications	21	57	36	45	81	39	10	27	316	178
% Residential Applications Approved by Staff	22%	108%	58%	35%	153%	51%	15%	56%	55%	38%
Total Applications (Commercial+Residential)	529	634	743	741	626	687	621	609	5,190	4,534
Fees Collected	\$28,209	\$49,574	\$54,979	\$39,189	\$49,824	\$65,772	\$45,511	\$64,549	\$397,607	\$237,587
Enforcement										
Items heard by DSC	64	80	71	32	29	41	35	48	400	616
New Violations Opened (Res + Comm)	306	404	380	446	514	450	411	381	3,292	4,017
Residential New Violations per Village*	287	401	353	403	459	432	395	381	3,111	N/A
Alden Bridge	43	57	48	44	50	45	36	38	361	N/A
Cochrans Crossing	44	52	58	73	79	73	63	70	512	N/A
College Park	52	33	22	43	45	35	47	34	311	N/A
Creekside	13	60	54	60	66	58	76	70	457	N/A
Grogans Mill	47	59	47	44	39	62	72	47	463	N/A
Indian Springs	16	38	27	19	25	17	13	27	182	N/A
Panther Creek	34	55	39	66	57	70	37	53	411	N/A
Sterling Ridge	38	47	58	54	98	72	51	42	460	N/A
Violations Closed (Res + Comm)	598	353	390	399	461	471	419	361	3,452	3,729
New Liens Filed	1	1	0	1	0	2	9	2	15	56
Active Liens							204	206	206	199
Liens Released	1	1	0	1	0	1	2	0	5	11
Items at consideration for legal action							268	287	287	N/A
Lawsuits ongoing							22	22	22	N/A
Revitalization Program										
# Residence(s) Served	2	11	24	15	11	0	3	2	68	55

*Began Tracking in 2026

About Covenant Administration

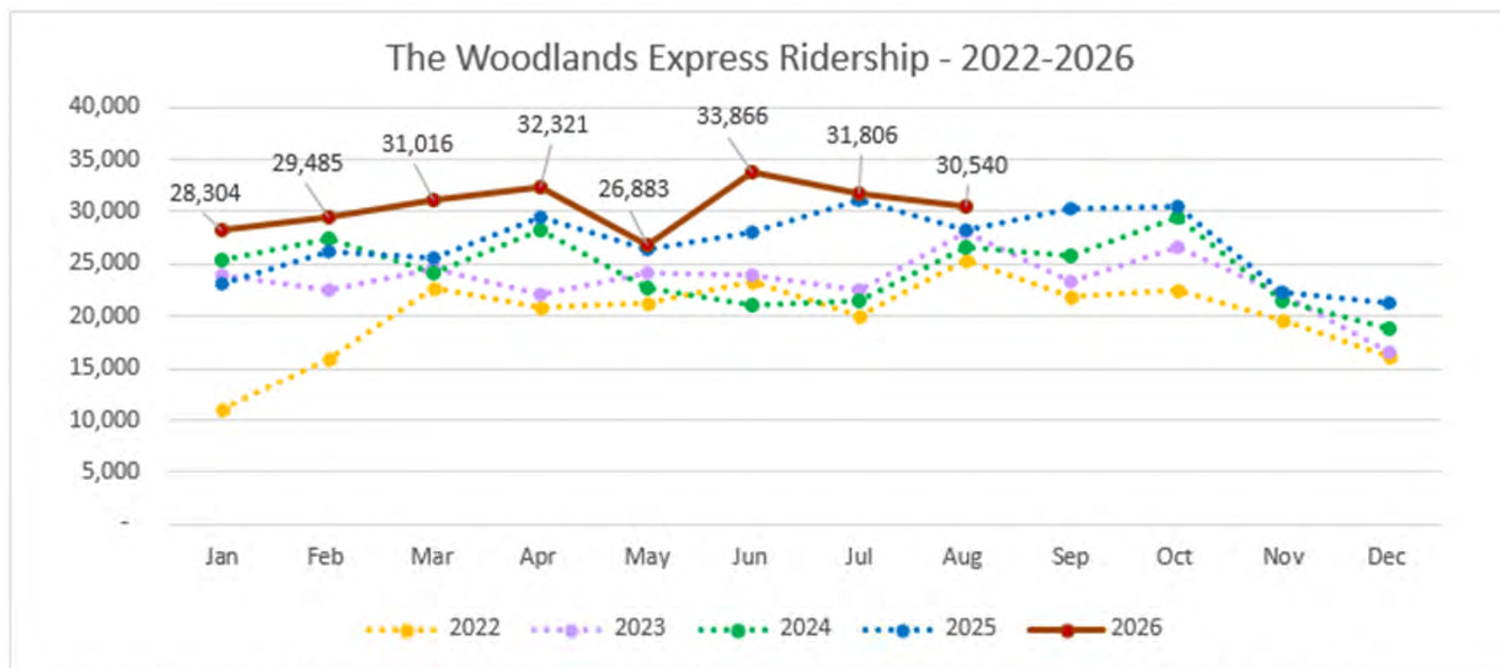


THE WOODLANDS
TOWNSHIP

The Woodlands Township is a master-planned community that provides for orderly development of residential, commercial and industrial land usage. Long-range planning is critical to preserving the quality of development and to maintaining compatibility with the environment. Development of The Woodlands is guided by binding covenants and standards that protect the aesthetic integrity of the community. Additions and modifications to residential properties must comply with these covenants and standards to assure continuation of good design, preservation of property values and conservation of the natural environment.

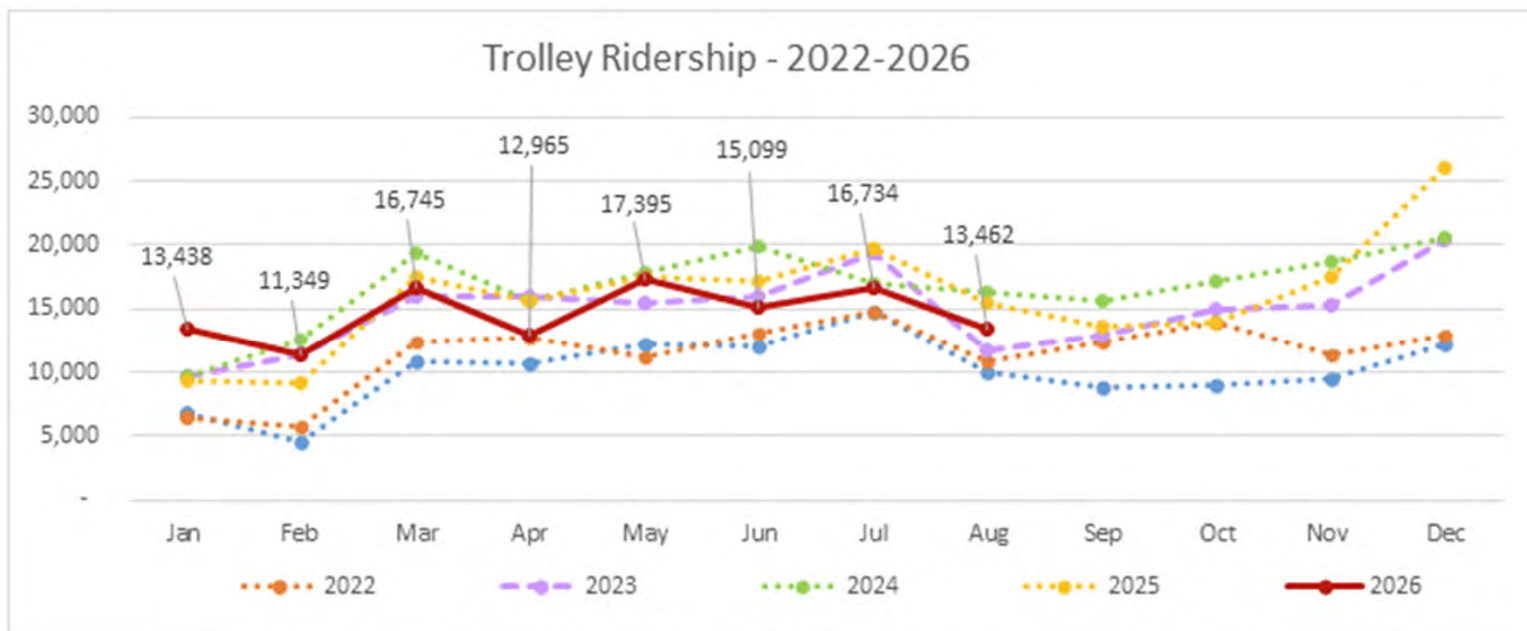
Transportation

The Woodlands Express - Commuter Ridership



- There were a total of **30,540** rides on The Woodlands Express for the month of **August 2026**, a 9% increase over August 2025.

Town Center Trolleys - Ridership



- There were a total of **13,462** rides on The Town Center Trolleys for the month of **August 2026**.



Transportation

Safety Report

Non-Major Assaults on Transit Workers	Non-Major Safety Occurrences in Transit Vehicles	Non-Major Safety Occurrences in Transit Facilities	Non-Major Fire Events
0	0	0	0

The Woodlands Express- First Class Tours:

Non-Major Assaults on Transit Workers	Non-Major Safety Occurrences in Transit Vehicles	Non-Major Safety Occurrences in Transit Facilities	Non-Major Fire Events
0	0	0	0

Updated Trolley Graphics



About Transportation



The Woodlands Township Transportation Department manages both The Woodlands Express Park and Ride Service and The Woodlands Town Center Trolleys. The Woodlands Express provides a comfortable, convenient and economical way to commute from three park and ride locations in The Woodlands. The Woodlands Town Center Trolleys provide free services that connects The Woodlands Mall, Market Street and Hughes Landing with Town Center businesses and residences throughout the service area.



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider, and act upon Administrative Reports for Law Enforcement and Community Policing;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

See the attached report provided by the Montgomery County Sheriff's Office and Harris County Constable's Office, Precinct 4.

RECOMMENDATION:

Accept the report.

Attachments

Law Enforcement Monthly Report - August 2026



SHERIFF

MONTGOMERY COUNTY



Combined Law Enforcement Report to The Woodlands Township for August 2026

The Woodlands Township is a special-purpose district that provides municipal-type services to the Woodlands community. By law, the Township cannot directly employ law enforcement officers; however, the Township contracts supplemental law enforcement services to enhance public safety. In Montgomery County, the Township partners with **Sheriff Wesley Doolittle** and the Montgomery County Sheriff's Office to provide community policing services across seven residential villages and the commercial tourism district located in Town Center. In Harris County, law enforcement services for the Village of Creekside Park are provided through a contract with **Constable Mark Herman** and the Harris County Constable's Office, Precinct 4. Additionally, the Township contracts with **Constable Ryan Gable** and the Montgomery County Constable's Office, Precinct 3, to assign investigators dedicated to crimes against children.

Each residential village benefits from full-time deputies who provide 24/7 coverage. While these supplemental policing services are directly contracted by The Woodlands Township, both Montgomery and Harris Counties continue to fund and provide essential law enforcement infrastructure through their tax levies. These include command and administrative oversight, crime scene investigation and detective divisions, real-time crime center support, tactical teams, training and recruitment, traffic enforcement, forensic laboratory services, emergency communications and dispatch, jail operations, and various specialized units such as those focused on sex offender compliance, auto theft, and organized crime and narcotics.

The Montgomery County Sheriff's Office South Patrol, operating under The Woodlands Township Division, is responsible for all policing in the seven Montgomery County residential villages and the Town Center commercial district. The Village of Creekside Park remains under the jurisdiction of the Harris County Constable's Office, Precinct 4.

Nine Policing Response Zones:



- ❖ The Village of Grogan's Mill
- ❖ The Village of Panther Creek
- ❖ The Village of Indian Springs
- ❖ The Village of Sterling Ridge
- ❖ The Village of Alden Bridge
- ❖ The Village of Cochran's Crossing
- ❖ The Village of College Park
- ❖ The Woodlands Town Center (tourism and commercial zone)
- ❖ The Village of Creekside Park



Please keep in mind that this report represents a snapshot in time for each of the months included, based on when the data was provided by law enforcement. Due to the fluid nature of criminal investigations, some data may have evolved or changed after the report was finalized and released.



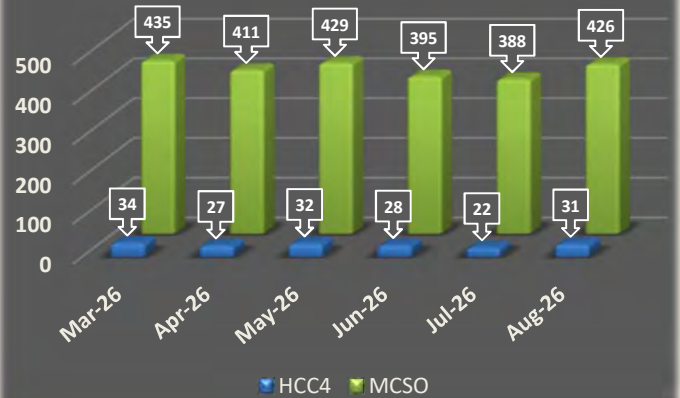
Combined Law Enforcement Public Safety Report



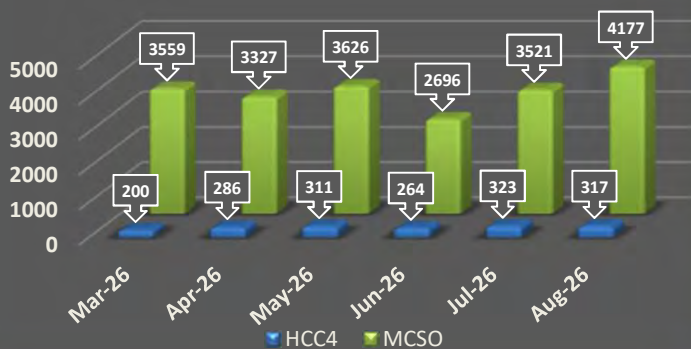
Calls for Service



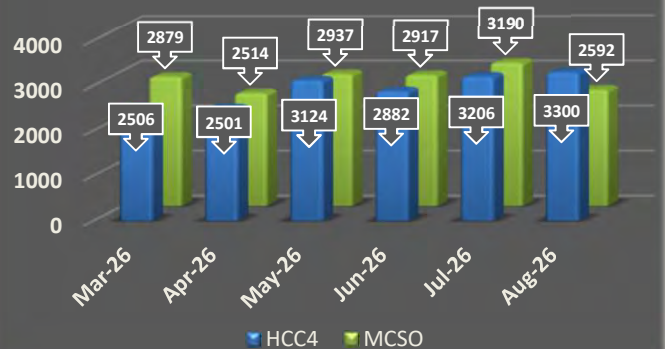
Reports



Traffic Enforcement



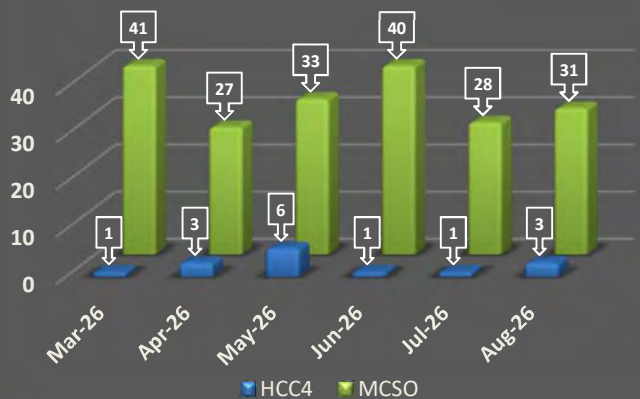
Area Patrol / Vacation Watches



Assault and Family Violence



Fraud Reports



Combined Law Enforcement Public Safety Report



August 2026 THE WOODLANDS TOWNSHIP COMBINED MONTHLY CRIME CATEGORIES REPORT



Crime Categories of Note	Grogans Mill	Panther Creek	Indian Springs	Sterling Ridge	Alden Bridge	Cochrans Crossing	College Park	Town Center	Creekside Park	TOTAL
Assault - Family Violence	10	5	3	2	2	4	1	2	2	31
Assault (excludes family violence)	3	1	0	0	2	2	1	1	1	11
Burglary Building	0	0	0	0	0	1	1	0	0	2
Burglary Habitation	0	0	0	2	0	0	0	0	0	2
Burglary Motor Vehicle	0	1	0	2	0	0	1	1	0	5
Criminal Mischief	2	2	2	2	1	0	1	6	1	17
Forgery/Fraud	2	4	3	2	7	1	3	9	3	34
Homicide	0	0	0	0	0	0	0	0	0	0
Robbery	2	0	0	0	0	0	0	0	0	2
Suicide/Attempted Suicide	0	0	0	0	0	0	0	0	0	0
Theft - Auto	0	0	0	0	0	0	2	0	1	3
Theft-Misdemeanor & Felony	3	8	0	7	1	4	7	40	3	73
All Other Criminal Reports	13	10	5	7	3	3	4	30	1	76
Information	16	26	13	13	13	13	14	66	12	186
TOTAL	51	57	26	37	29	28	35	155	24	442



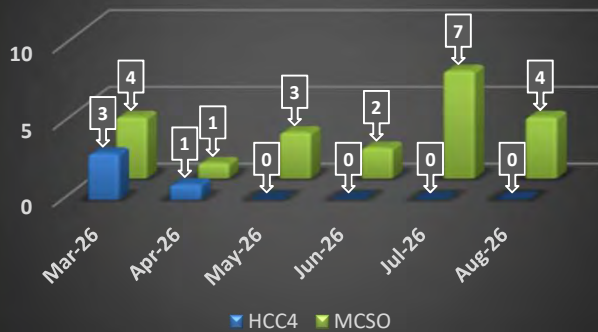
August 2025 THE WOODLANDS TOWNSHIP COMBINED MONTHLY CRIME CATEGORIES REPORT



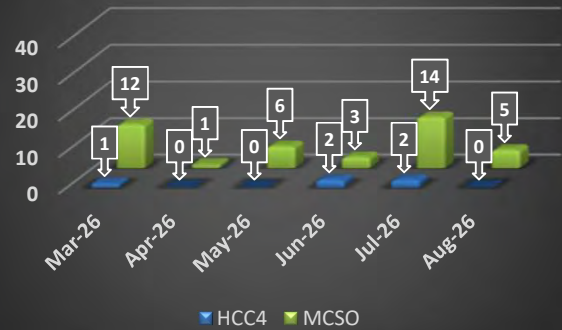
Crime Categories of Note	Grogans Mill	Panther Creek	Indian Springs	Sterling Ridge	Alden Bridge	Cochrans Crossing	College Park	Town Center	Creekside Park	TOTAL
Assault - Family Violence	8	1	0	6	2	1	2	2	1	23
Assault (excludes family violence)	3	1	1	1	1	0	0	3	0	10
Burglary Building	0	0	0	0	0	0	1	0	0	1
Burglary Habitation	0	0	0	0	0	0	0	1	1	2
Burglary Motor Vehicle	1	3	3	4	0	0	1	6	1	19
Criminal Mischief	1	4	0	0	0	2	2	2	6	17
Forgery/Fraud	6	1	2	4	5	3	3	4	3	31
Homicide	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	1	0	1
Suicide/Attempted Suicide	0	0	0	0	0	0	0	0	0	0
Theft - Auto	0	1	0	0	0	0	0	0	0	1
Theft-Misdemeanor & Felony	5	4	1	1	3	1	3	30	4	52
All Other Criminal Reports	9	8	6	2	3	2	6	30	2	68
Information	25	26	15	13	27	17	27	64	13	227
TOTAL	58	49	28	31	41	26	45	143	31	452

Incidents and Activities Which Impact Quality of Life

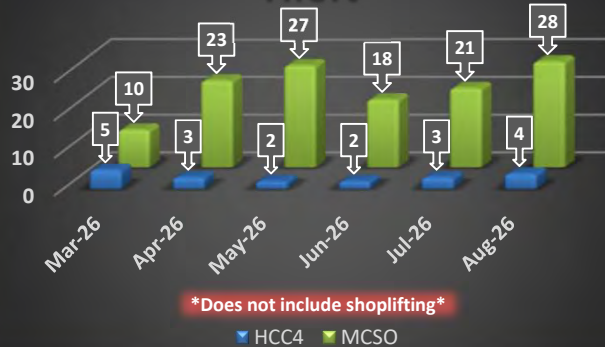
Burglary



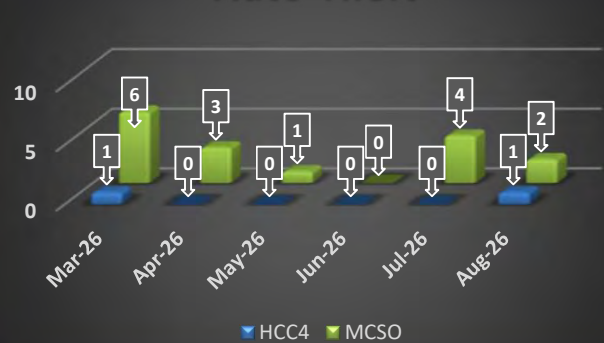
Burglary of Vehicle



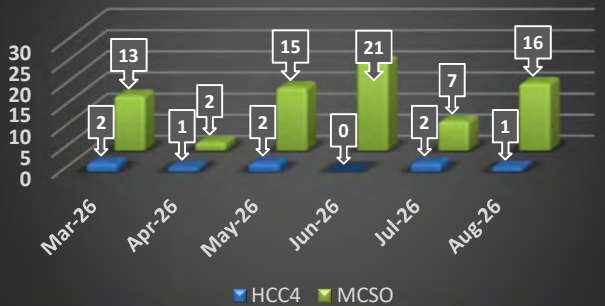
Theft



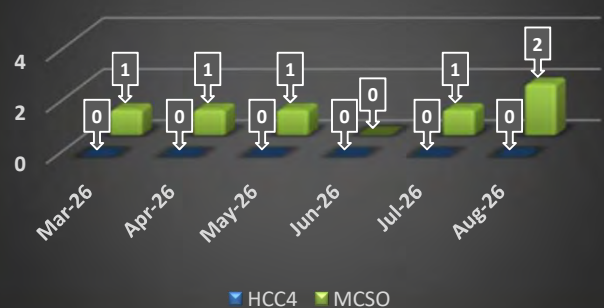
Auto Theft



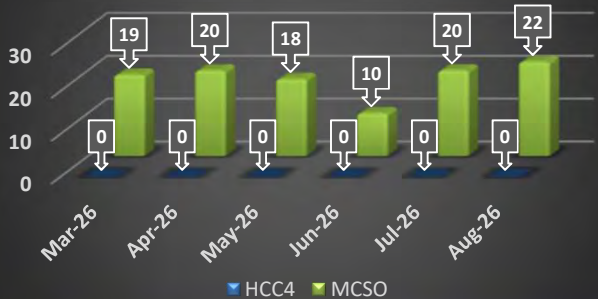
Criminal Mischief



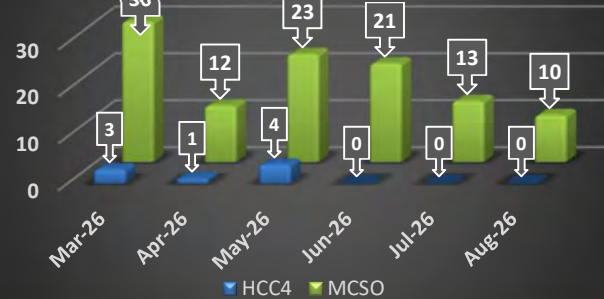
Robbery



Driving While Intoxicated



Crisis Intervention





During National Retail Theft Prevention Week, the Montgomery County Sheriff's Office Crime Reduction Unit (CRU), The Woodlands Township division, conducted a targeted, multi-day proactive operation in South Montgomery County aimed at curbing retail theft and suspicious activity. By partnering directly with local loss prevention teams, law enforcement officers established real-time communication that resulted in 23 arrests which included arrests for Organized Retail Theft, Shoplifting, outstanding warrants, and narcotics offenses, and the immediate recovery of over \$5,000 in stolen merchandise. This successful operation was made possible through close collaboration with retailers, the East and West Crime Reduction Units, and on-duty patrol deputies.

OPERATION SAFE START

HIGHLIGHTING PUBLIC SAFETY IN SCHOOL ZONES

The Woodlands Township Deputies made over 800 combined traffic stops



in the first two weeks of school.

KEY DATA (First Two Weeks)

**OVER
800
STOPS**

Montgomery County
Sheriff's Office /
The Woodlands Township
Combined Totals



WARNINGS
500+

CITATIONS

130+

Traffic Incidents

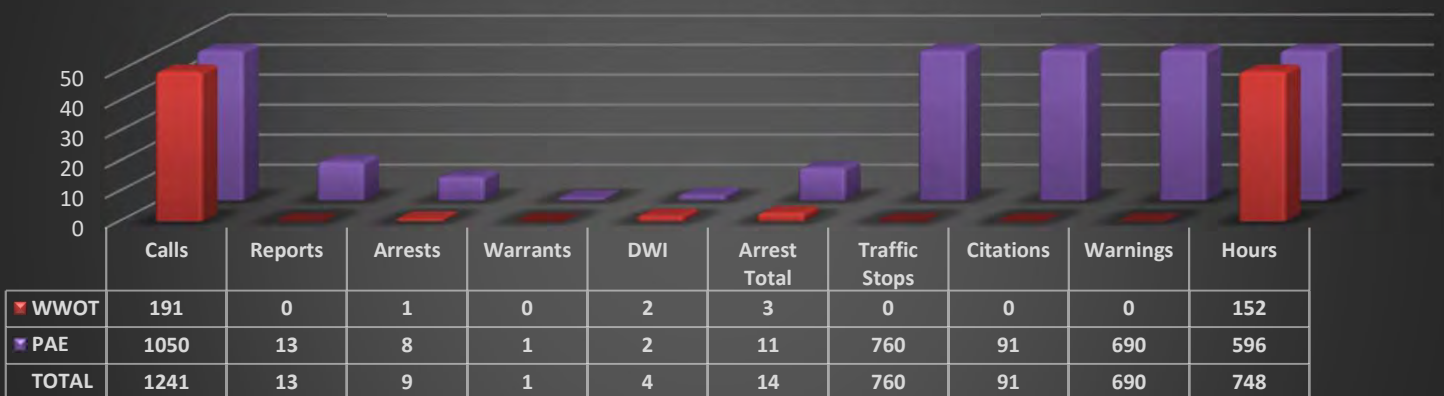
120+

Traffic Hazards

- Enhanced Visibility
- Targeted Speed Enforcement
- Ensuring School Zone Compliance

In August, we relaunched the "Operation Safe Start" Overtime Project to ensure community safety during the return to school. On August 12 through August 21st, from 6:00–10:00 AM and 2:00–6:00 PM, The Montgomery County Sheriff's office along with The Woodlands Township assigned deputies, focused heavily on keeping The Woodlands Township school zones safe. Deputies kept a close eye on speed limits and crosswalks, and also managed traffic flow around congested school parking lots during the busy first week. Thanks to the increased deputy presence, they were able to identified traffic problem areas and were able to quickly resolved any issue. But it wasn't all just about traffic! Our deputies loved stepping out of their patrol cars to help crossing guards at busy intersections, snap photos with nervous students, and wish everyone a great first day of school!

AUGUST OVERTIME STATS



WWOT - Woodlands Waterway Overtime

PAE - Proactive Enforcement



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider and act upon Administrative Reports for The Woodlands Fire Department;

FISCAL IMPACT:

Not applicable.

BACKGROUND:

See attached.

RECOMMENDATION:

Accept the report.

Attachments

The Woodlands Fire Department - September 2026 Activity Report

The Woodlands Fire Department
Administrative Report
September 2026

August Incidents

**THE WOODLANDS FIRE DEPARTMENT
INCIDENT REPORT
August 2026**

Incident Type	Count
<u>FIRE</u>	
Outside Fire – Other Outside Fire	1
Outside Fire – Trash / Rubbish Fire	2
Outside Fire – Vegetation / Grass Fire	4
Outside Fire – Wildfire - Wildland	1
Structure Fire – Confined Cooking/Appliance Fire	5
Structure Fire – Room and Contents Fire	2
Structure Fire – Structural Involvement	6
Transportation Fire – Vehicle Fire - Passenger	4
SUBTOTAL	25
<u>RESCUE & EMERGENCY MEDICAL SERVICES INCIDENT</u>	
Medical Illness	464
Medical Injury / Trauma	265
Medical Other	15
Rescue	8
SUBTOTAL	752
<u>HAZARDOUS CONDITION (no fire)</u>	
Hazard Nonchemical – Bomb Threat / Bomb Response / Suspicious Package	1
Hazard Nonchemical – Electrical Hazard/Short Circuit	3
Hazard Nonchemical – Electrical Power Line Down / Arcing / Malfunction	1
Hazard Nonchemical – Motor Vehicle Collision	6
Hazardous Materials – Gas Leak/Gas Odor	21
Hazardous Materials – Hazard Mat Release (Chemical from Fixed Facility)	1
Hazardous Materials – Hazard Mat Release (Chemical from Transportation)	2
Hazardous Materials – Radioactive Release / Incident	1
Investigation - Odor	8
Investigation – Smoke Investigation	7
SUBTOTAL	51

SERVICE CALL

Alarms (Non-Medical) – CO Alarm	1
Alarms (Non-Medical) – Fire/Smoke Alarm	14
Alarms (Non-Medical) – Other Alarm	4
Citizen Assist – Citizen Assist/Service Call	36
Citizen Assist – Lift Assist	1
Citizen Assist – Person in Distress	3
Disaster / Weather – Weather Response	1
Other – Damaged Hydrant	1
SUBTOTAL	61

GOOD INTENT CALL

Good Intent – Controlled Burning (Authorized)	1
Good Intent – Investigate Hazardous Release (Nothing Found)	2
Good Intent – No Incident Found Upon Arrival/Location Error	19
Good Intent – Smoke from Nonhostile Source (Smoke Scare)	4
SUBTOTAL	26

FALSE ALARM & FALSE CALL

False Alarm - Cancelled	177
False Alarm – Accidental Alarm	50
False Alarm – Intentional False Alarm	4
False Alarm – Malfunctioning Alarm	48
False Alarm – Other False Call	11
SUBTOTAL	290

SPECIAL INCIDENT

Law Enforcement Support	4
SUBTOTAL	4

TOTAL INCIDENT COUNT FOR AUGUST 2026 1,209

August Non-Incident Activity**Public Relations Events**

Station tours	26
Attended on site public relations event	33
Miscellaneous citizen contacts	23
Commercial on site walk thru (emergency preparedness preplanning)	3

Dispatch**Woodlands Fire Department**

9-1-1 calls	N/A*
-------------	------

MCHD Rollovers	N/A*
Mutual Aid given	N/A*
Mutual Aid received	N/A*

Training

Emergency Training Center events	22
Woodlands Fire Department training classes at Emergency Training Center	18

* N/A = Not Available

Fire Prevention Officer Monthly Report – August 2026

Inspections: (Assist Montgomery County Fire Marshal's Office)

➤ Fire Inspection:	24
➤ Plans Reviewed:	8
➤ Fire Investigations:	0
➤ Public Relations Events:	0
➤ Access Control:	0
➤ Ceiling Cover:	0
➤ Complaint:	1
➤ Final (Fire Code):	13
➤ Follow-Up:	2
➤ Foster Home:	0
➤ Hydro:	1
➤ Knox-Box:	1
➤ Life-Safety	4
➤ Fire Sprinkler System	0
➤ Site Inspection	1
➤ Fire Alarm System	1

TOTAL: 56



Over the past several days, multiple area fire departments have sent personnel and equipment to assist with wildfires across the state of Texas, with the largest wildfire being the Ross fire near Fort Worth. The Woodlands Fire Department has deployed five firefighters, a truck and a UTV with three separate teams working hard to keep our fellow Texans safe.

Staffing Updates

New Hires:

Rebecca Tremain	Probationary Public Safety Telecommunicator	Eff. 08.24.2026
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Promotions:

Kyle Perkins	Firefighter 1	Eff. 08.25.2026
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Cameron Single	Firefighter 1	Eff. 08.25.2026
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Jeffrey Bondi	Driver/Operator 2	Eff. 08.25.2026
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Jessica Oesterle	Public Safety Telecommunicator 5	Eff. 08.30.2026
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Retirements:

None

Transfers:

None

Position Reassignment:

Lauren Lindsey	Lead Public Safety Telecommunicator 3	Eff. 08.28.2026
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August Notable Accomplishments

- All Chiefs Meeting
- Annual SBCA Flow Testing
- HazMat Training
- Neighborhood Services “Floats of Gratitude”
- PHTLS Hybrid and Refresher Training
- Ladder Testing for Aerials
- PALS Refresher Training

Upcoming Projects & Events

- Initial Bail Out Training
- Rescue Team Training
- Dragon Boat Races



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider and act upon an award of contract for certified disposal of assorted household hazardous waste collected at a Township-sponsored drive-thru event (C-2026-0465);

FISCAL IMPACT:

The projected cost for the household hazardous waste (HHW) event is \$105,132, covering contractor services and logistical expenses. Of this amount, \$90,582 will be funded by a Houston-Galveston Area Council (HGAC) grant. The remaining \$14,550 will be provided by The Township and has already been allocated in the 2026 Environmental Services Budget. The bid is based on an estimated HHW collection volume and a projected cost of \$90,945 for 800 vehicles, according to quantities collected during previous specialty recycling events.

BACKGROUND:

The Environmental Services Department has identified a need for a one-day, centralized household hazardous waste drive-thru collection in our community, a service that has not been previously offered. This one-day event will provide residents with a convenient and free way to dispose of their household hazardous waste, such as paint, propane tanks, flammable materials, household chemicals, and more. In order to provide this event to the residents, the Environmental Services Department researched funding opportunities and successfully secured a grant in the amount of \$90,582 from the Houston-Galveston Area Council and Texas Commission on Environmental Quality. This funding covers the contracting of a household hazardous waste company for the certified disposal of assorted household hazardous waste collected at the event which is currently scheduled for Saturday, November 21, 2026, from 9:00 a.m. until 1:00 p.m. at the Sterling Ridge Park & Ride.

An [Invitation For Bids](#) was developed and advertised in *The Woodlands Villager*, *Conroe Courier* and on the Township website. Bid questions were due no later than August 7, 2026, and final bids were due on August 21, 2026, at 5:00 p.m. Three bids were received. A summary of the Bid Tabulation is included below.

	Arcwood Environmental	Clean Harbors Environmental Services	TAS Environmental
Hazard Waste Total	\$ 71,445.00	\$ 66,774.90	\$ 149,372.00
Supplies	\$ -	\$ -	\$ 16,892.00
Staffing	\$ 7,500.00	\$ 14,500.00	\$ 12,100.00
Mobilization	\$ 10,500.00	\$ 8,100.00	\$ 7,242.00
Other Applicable Costs	\$ 1,500.00	\$ -	\$ 27,951.12
Total	\$ 90,945.00	\$ 89,374.90	\$ 213,557.12

Township staff recommends selecting Arcwood Environmental, the second-lowest bidder, as they will supply 28 to 32 employees, compared to Clean Harbors Environmental Services' 20 employees. The increased contractor staffing is expected to reduce resident wait times at the event, expedite vehicle processing, and facilitate efficient cleanup upon event completion. Arcwood Environmental's two-time recognition with the US EPA Smartway Excellence Award for Environmental Performance and three-time recipient of the CSX Award for Chemical Safety Excellence reflects the high standard of excellence the Township expects from its contractors.

RECOMMENDATION:

Award the contract to Arcwood Environmental in the amount of \$90,945 for the certified disposal of assorted household hazardous waste collected at the household hazardous waste drive-thru event and authorize the President/Chief Executive Officer to execute the necessary agreements as approved to final form by Township legal counsel.



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider and act upon a First Amendment to Standard Professional Services Agreement with Terracon for materials testing services (C-2023-0243);

FISCAL IMPACT:

Funding for material testing services is encumbered in budgeted capital and operations projects approved by The Woodlands Township Board of Directors.

BACKGROUND:

The Woodlands Township routinely engages in a variety of construction projects aimed at benefiting the community's overall quality of life. Projects that routinely require testing, such as cement strength test, soil analysis and compaction proctoring, include, but are not limited to, pathways, parking lots and park development/re-development. Testing is a part of the overall project development process and provides information to confirm whether materials meet certain standards and specifications. Materials testing falls under the auspices of "Civil Engineering and/or Landscape Architecture Services" and necessitates a Request for Qualifications (RFQ) as opposed to bidding for this service. An RFQ was originally developed, and a contract was awarded to Terracon in 2023 for a three-year term with up to two three-year term extensions. These services are used for as-needed/when-needed capital and/or operations projects currently budgeted and approved by The Woodlands Township Board of Directors. The term of the proposed First Amendment is for 36 months and is nonexclusive. As such, the Township could contract with other qualified firms for materials services, if so desired. Work shall be completed under the various standards set forth by the Texas Board of Professional Engineers and Land Surveyors (TBPELS) and/or Texas Board of Architectural Examiners (TBAE)/Landscape Architectural Accreditation Board (LAAB). Projects currently slated to use these services include, but are not limited to, PARD and Alden Bridge Sports Park renovations, "South Gosling" Park development, and the State Highway 242 pathway extensions. The Township has been pleased with the services provided by Terracon. They have requested an increase to the unit contract rates originally submitted in 2023 (Attachment A). The Township spent approximately \$23,700 from January 2024 through April 2026. The new rate increase calculated with the above-mentioned expenses would be equivalent to a 12% increase with similar service use over the same time frame.

RECOMMENDATION:

Approve the First Amendment to Standard Professional Services with Terracon for materials testing services and authorize the President/Chief Executive Officer to execute any necessary agreements as approved to final form by Township legal counsel.

Attachments

Attachment A - Terracon 2025 Schedule of Services and Fees



2025
SCHEDULE OF SERVICES AND FEES
CONROE MATERIALS

Personnel

Principal/Senior Engineer, per hour	\$ 200.00
Project Manager / Project Engineer, per hour.....	\$ 150.00
Project Manager / Graduate Engineer, per hour	\$ 125.00
Administrative Staff, per hour	\$ 85.00
Certified Welding Inspector (CWI), per hour	\$ 150.00
Senior Engineering Technician, per hour	\$ 90.00
Engineering Technician, per hour	\$ 65.00

Transportation

Vehicle Charge (local, within Montgomery County), per trip	\$ 60.00
Mileage (outside Montgomery County), per mile	\$ 0.68
Per Diem, lodging and food, per day	\$ 145.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 20 percent for handling and include, but are not limited to the following:

Remarks:

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

2025
SCHEDULE OF SERVICES AND FEES
CONROE MATERIALS

Concrete Mix Verifications

Regular aggregates, each	\$ 300.00
Lightweight aggregates, each	\$ 350.00
Additional design, same aggregate sample, each	\$ 200.00
Review mix design submitted by others, each	\$ 175.00
Batch and confirmation of others mix design each	By Quotation
Design confirmation cylinder test (ASTM C-39), each	\$ 17.00
Design confirmation beam test (ASTM C-293 or C-78), each	\$ 55.00

Concrete Tests

Cylinder compression test (ASTM C-39), each	\$ 25.00
Beam flexural test (ASTM C-293 or C-78), each	\$ 55.00
Cube compression test (ASTM C-109), each	\$ 30.00
Compressive strength of shotcrete/gunite (ASTM C-1140), each	\$ 100.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each	\$ 35.00
Lightweight insulating concrete Dry Unit Weight 3" x 6" cylinders (ASTM C-495), each	\$ 35.00
Windsor probes, per set of 3 (Technician time charged separately) (ASTM C-305).....	\$ 100.00
Length change of hardened hydraulic cement mortar of concrete (ASTM C-157), set of 3.....	\$ 400.00
Oven Dry Density of Structural Lightweight Concrete (ASTM C-567), each.....	\$ 35.00
Density of Hardened Concrete (ASTM C-642), each	\$ 100.00
Determining F _F Floor Flatness and F _L Floor Levelness Numbers for Random Traffic Floors (ASTM E-1155) (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour	\$ 150.00
Hilti® Ferroskan (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 150.00
Hilti® GPR (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 250.00

Masonry Tests

Cement mortar mix verification (ASTM C-305), each	\$ 300.00
Compressive strength CMU block (ASTM C-140), each	\$ 100.00
CMU block absorption only (ASTM C-140), each	\$ 90.00
Compressive strength masonry prism (ASTM C-1314) CMU prism up to 8 (in.) width, Hollow Cells, each	\$ 100.00
CMU prism up to 8 (in.) width, Grout Filled Cells, each.....	\$ 150.00
Brick prism up to 4 (in.) width, each	\$ 100.00
Compressive strength of masonry cube/cylinder (ASTM C-109/C-780), each	\$ 30.00
Compressive strength of grout prism (ASTM C-1019), each	\$ 50.00
Compressive strength of Brick and Structural Clay Tiles (ASTM C-67), each.....	\$ 75.00

2025
SCHEDULE OF SERVICES AND FEES
CONROE MATERIALS

Aggregate Tests

Sieve analysis, dry (ASTM C-136), each	\$ 85.00
Sieve analysis (ASTM C-117), each	\$ 75.00
Sieve analysis w/ -200 (ASTM C-136 & C-117), each	\$ 120.00
Unit weight (ASTM C-29), each	\$ 50.00
Specific gravity/absorption (ASTM C-127 or C-128), each	\$ 80.00
Organic impurities (ASTM C-40), each	\$ 75.00
Resistivity (TX 129E), each	\$ 120.00
L.A. abrasion (ASTM C-131 or C-535), each	\$ 350.00
Sulfate soundness, 5 cycles (ASTM C-88), each	\$ 550.00
Additional cycles, each	\$ 175.00
Sample prep if uncrushed	\$ 25.00
Potential Alkali-Silica Reactivity of Aggregates (Mortar Bar Method) (ASTM C1260/C1567):	
2 samples or less, each	\$ 1,400.00
3 or more samples, each	\$ 1,100.00
Sand Equivalent (ASTM D-2419, TX 203-F), each	\$ 120.00
Deleterious Material (ASTM C142), each	\$ 80.00
Lightweight Pieces (ASTM C123):	
Fine Aggregate, each	\$ 125.00
Coarse Aggregate, each	\$ 150.00
Chert, each	\$ 175.00
Percent Flat / Elongated Particles (ASTM D-4791), each	\$ 65.00
Percent Fractures Faces (ASTM D-4791), each	\$ 65.00

Soils Laboratory Tests

Classification

Moisture Content and visual classification, each	\$ 15.00
Atterberg limits (ASTM D-4318 Method A), each	\$ 80.00
Percent Passing No. 200 Sieve (ASTM D-1140), each	\$ 80.00
Sieve Analysis, each	\$ 85.00
Grain Size Analysis (Sieve), each	\$ 50.00
Hydrometer Analysis, each	\$ 125.00
Density, each	\$ 20.00

2025
SCHEDULE OF SERVICES AND FEES
CONROE MATERIALS

Compaction

Optimum moisture / maximum density relations (proctors)

ASTM D-698, method A & B, each	\$ 180.00
ASTM D-698, method C, each (Includes Rock Correction ASTM D4718)	\$ 200.00
ASTM D-1557, method A & B, each	\$ 220.00
ASTM D-1557, method C, each (Includes Rock Correction ASTM D4718)	\$ 235.00
TXDOT 113E, each	\$ 300.00
TXDOT 114E, Part I, each	\$ 240.00
TXDOT 114E, Part II, each	\$ 300.00
Relative density (ASTM D-4254), each	By Quotation
Sample preparation (if required), each.....	By Quotation

Strength

TXDOT wet ball mill value (TEX 116E), each	\$ 250.00
TXDOT triaxial series (TEX 117E), each	\$1500.00
California Bearing Ratio (CBR) (ASTM D-1883), each.....	\$ 450.00
Compressive Strength Tests including molding	
Fine grained soils (ASTM D-1633, Method A), each	\$ 85.00
Base material (TEX 120E), each	\$ 100.00

Stabilization Evaluation

Soil - Lime curve, 5 point PI vs. Lime content, each (Does Not include pH).....	\$ 350.00
Cement content (ASTM D-806), each.....	\$ 750.00
Cement content (ASTM D-806), two or more samples, each	\$ 550.00
Soil pH Value, each.....	\$ 55.00
Fresh cement content (ASTM D-2901), each.....	\$ 95.00
Fresh cement content 3 point curve (ASTM D-2901), each.....	\$ 420.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each	\$ 60.00

Soils Field Services

Technician time will be charged at the appropriate hourly rate plus:

Nuclear density gauge, per trip.....	\$ 60.00
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2025
SCHEDULE OF SERVICES AND FEES
CONROE MATERIALS

Coring Services

Coring Equipment, per day.....	\$150.00
Concrete pavement cores, 4" diameter up to 6" depth or less, each.....	\$ 100.00
Concrete coring, additional thickness greater than 6" depth, per inch.....	\$ 10.00
Testing concrete cores (includes: length, sawing, capping and compressing testing), each ..	\$ 115.00
Asphalt pavement cores 4" diameter up to 6" depth or less, each.....	\$ 70.00
Asphalt coring, additional thickness greater than 6" depth, per inch.....	\$ 8.00
Standby time in clients interest, machine and operator, per hour	\$ 75.00

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3	\$ 75.00
Molding specimens (TEX 241F), set of 2	\$ 150.00
Bulk specific gravity of lab molded specimens, set of 2 or 3.....	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each	\$ 75.00
Maximum theoretical density (TEX 227F), each	\$ 120.00
Hveem stability (TEX 208F), set of 3	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each.....	\$ 240.00
Asphalt Content and Gradation (TEX 236F & TEX 200-Part 1), each.....	\$ 240.00
HMAC Mix Design (TEX 204F), each	\$1,600.00
HMAC Mix Design review prepared by others, each	\$ 250.00

NDE Field Services

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day	\$ 150.00
MT/LP consumables, per day	\$ 150.00
Minimum trip charge, personnel and equipment.....	\$ 500.00
Torque Wrench, per hour	\$ 100.00
Skidmore Wilhelm, per day.....	\$ 100.00
Paint thickness gauge, per day.....	\$ 50.00

Sprayed Applied Fireproofing Materials

Density by Displacement Method (ASTM E-605), each	\$ 50.00
Adhesion / Cohesion (ASTM E-736), each.....	\$ 30.00

Roofing Materials

Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), with aggregate	\$ 350.00
Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), without aggregate	\$ 350.00
Moisture content of roofing aggregate (ASTM D-1864)	\$ 50.00
Hardness of roofing aggregate (ASTM D-1865).....	\$ 120.00

2025
SCHEDULE OF SERVICES AND FEES
CONROE MATERIALS

Remarks

- Tests not listed can be quoted on request.
- Rush test results are subject to a surcharge.
- Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.
- Materials samples should be submitted in a form that complies with applicable requirements.
- Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.
- Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.
- All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent.



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider and act upon a Task Order for Planning Services from Burditt Consultants, LLC (C-2025-0352) for the development of a transit maintenance facility;

FISCAL IMPACT:

The proposed Task Order from Burditt Consultants, LLC (Burditt) totals a not-to-exceed amount of \$275,000, consisting of:

- Phase 1 – Facility Programming and Scenario Analysis
- Phase 2 – Conceptual Feasibility and Alternatives Analysis
- Phase 3 – Preferred Alternative Schematic Design and Preliminary Engineering

Funding for this Task Order, as well as the subsequent design and construction of the maintenance facility, is available through a \$10M allocation of Federal Transit Administration (FTA) funds secured by the Township in 2025 through the Houston-Galveston Area Council's (H-GAC) regional Congestion Mitigation and Air Quality (CMAQ) program. This project is federally funded in full, including the local match portion, which is being offset through Transportation Development Credits (TDCs). The TDCs were secured by the Township from H-GAC for a \$2M local share offset. No additional local funding is required for this Task Order.

BACKGROUND:

Proactive engagement throughout 2025 has allowed the Township to secure the transfer of \$35M in FTA funding via H-GAC's regional Carry Over Spend Down program. Of this total, \$25 million was used to acquire 25 replacement buses for The Woodlands Express program in 2026. The remaining \$10M was awarded for the development of a transit maintenance facility to support both the trolley and Park and Ride programs. The Township's current trolley maintenance facility is located within a floodplain. A new, strategically located facility would protect the Township's assets in the long term and is projected to deliver significant operational efficiencies by substantially reducing Park and Ride deadhead (non-revenue) mileage, which currently represents 50% of all miles operated and is among the highest ratios in the nation. Planning phases for the facility are scheduled to continue through the first half of 2027.

The Township currently has a Professional Services Agreement with Burditt Consultants LLC (C-2025-0352) for engineering, architecture and landscape architecture services. Staff has collaborated with Burditt to prepare this Task Order to evaluate four potential development scenarios for a new consolidated maintenance facility ranging from a standalone trolley maintenance facility to one that also supports contracted commuter bus maintenance and the Parks & Recreation Department fleet vehicles. The Task Order will establish operational and facility requirements, evaluate site and infrastructure feasibility, develop planning-level opinions of probable cost for each scenario, including operational considerations and expenses, and advance one Township-selected preferred alternative through Architectural Schematic Design with supporting preliminary engineering analysis.

This Task Order represents the initial planning phase of the transit maintenance facility project. Funding for subsequent design and construction phases is anticipated to be drawn from the same \$10M FTA/H-GAC allocation described above, consistent with applicable FTA procurement and grant compliance requirements. An additional task order from Burditt Consultants will be developed for design/development, bidding and

construction administration services and presented for approval by the Board at a later date. Construction of the facility will be awarded through a separate Invitation for Bid in the future.

RECOMMENDATION:

Approve the Task Order from Burditt Consultants, LLC, for Planning Services for a transit maintenance facility and authorize the President/Chief Executive Officer to execute the necessary agreements as approved to final form by Township legal counsel.

Attachments

Attachment A - Task Order for Maintenance Facility Programming, Feasibility and Schematic Design

TASK ORDER - MAINTENANCE FACILITY PROGRAMMING, FEASIBILITY ANALYSIS AND SCHEMATIC DESIGN

Professional Services Agreement C-2025-0352

Engineering, Architecture, and/or Landscape Architecture Services

Between The Woodlands Township and Burditt Consultants, LLC

1. Project Title

Development of a New Maintenance Facility – Programming, Scenario Analysis, Feasibility Analysis and Schematic Design

2. Background and Purpose

The Woodlands Township (“Township”) seeks professional engineering and architectural services from Burditt Consultants, LLC (“Contractor”) to evaluate, plan and develop a new consolidated Maintenance Facility. This facility is intended to support current and future operational needs across multiple Township departments.

The purpose of this Task Order is to evaluate four potential development scenarios, establish operational and facility requirements, evaluate site and infrastructure feasibility, develop planning-level opinions of probable costs (OPC), and advance one Township-selected preferred alternative through Architectural Schematic Design with supporting preliminary engineering analysis.

Professional services and future construction are anticipated to utilize Federal Transit Administration (FTA) grant funding. Services provided under this Task Order shall be performed consistent with applicable FTA requirements identified in the Professional Services Agreement C-2025-0352 and applicable to this phase of project development.

3. Scope of Services

In accordance with the Professional Services Agreement C-2025-0352, Burditt shall perform the following services.

Phase 1 — Facility Programming & Scenario Analysis

Burditt shall work with the Township staff and identified stakeholders to establish the operational, functional, spatial, site and budgetary requirements for the proposed Maintenance Facility and evaluate four potential Development Scenarios. Phase 1 will generally include:

- Review available site, facility, fleet, staffing and operational information provided by the Township.

- Coordinate with the Township staff and identified operators to understand existing operations, anticipated growth and future facility requirements.
- Evaluate current and anticipated fleet requirements, including vehicle types, quantities, dimensions and operational needs.
- Evaluate existing and projected staffing and operational requirements and expense analysis based upon information provided by the Township. Define the net operational increased costs for each scenario.
- Develop preliminary space allocations for maintenance, administration, storage, employee, support and operational functions.
- Establish preliminary building and site area requirements.
- Establish preliminary fleet, employee and visitor parking requirements.
- Evaluate general vehicle circulation, maneuvering, ingress/egress and operational separation requirements.
- Identify known site, utility, infrastructure, regulatory, environmental and access considerations based upon available information.
- Identify opportunities for future expansion and/or phased development.
- Develop planning-level capital cost ranges for each Development Scenario.
- Identify operational and lifecycle cost considerations based upon information provided by the Township.
- Develop a comparative matrix identifying relative advantages, constraints, costs, site requirements and implementation considerations for each Development Scenario.

Development Scenario 1:

- Trolley Maintenance Facility for 10 trolley vehicles, 2 work trucks, 1 paratransit van and associated staff parking.
- Covered parking for 10 trolley vehicles.
- Automatic wash bay sized to accommodate trolley vehicles.
- Propane, diesel and gasoline fueling facilities.
- Associated administrative, employee, maintenance, storage and support spaces.

Development Scenario 2:

- All components included in Scenario 1; plus:
- Waste disposal station for Park & Ride buses bathrooms.
- Wash bay sized to accommodate a 55-passenger MCI over-the-road coach.
- Additional support and infrastructure requirements associated with expanded operations.

Development Scenario 3:

- All components included in Scenario 2; plus:
- Maintenance bays for the Township's contracted operator to maintain a fleet of approximately 39 commuter coach buses.
- Functional and operational separation between the Township trolley maintenance operations and contracted commuter bus maintenance operations.
- Associated fleet parking, employee parking, maintenance, storage and support requirements.

Development Scenario 4:

- All components included in Scenario 3; plus:
- Maintenance and support capacity for the Parks & Recreation Department fleet of approximately 125 vehicles.
- Associated fleet parking, equipment storage, maintenance, employee and operational requirements.

Phase 1 deliverables will include:

- Facility Programming and Space Needs Summary.
- Fleet, Staffing and Operational Requirements Summary.
- Preliminary Site Requirements and Constraints Summary.
- Development Scenario Program Summary for each scenario.
- Planning-Level Cost Range for each scenario.
- Comparative Scenario Evaluation Matrix.
- Preliminary phasing and future expansion considerations.
- Phase 1 Findings Summary.

Phase 1 does not include preparation of individual site plans, architectural floor plans, engineering drawings or detailed engineering studies for each Development Scenario. The purpose of Phase 1 is to establish the programmatic requirements and provide a consistent basis for comparison of the four scenarios.

Phase 2 — Conceptual Feasibility & Alternatives Analysis

Based upon the findings of Phase 1, Burditt shall evaluate the four Development Scenarios at a conceptual level sufficient to determine general site feasibility, identify significant infrastructure considerations, compare anticipated costs and support the Township staff and Board consideration of a preferred alternative. Phase 2 will generally include:

- Develop a diagrammatic site layout for each Development Scenario illustrating, as applicable:
 - Approximate building footprint.
 - Fleet and employee parking.
 - Major vehicle circulation.
 - Maintenance and service areas.
 - Fueling and wash facilities.
 - Ingress and egress.
 - Major outdoor operational areas.
 - Potential future expansion areas.
- Develop conceptual building/program diagrams as necessary to establish approximate facility size, functional relationships, and operational requirements.
- Evaluate general vehicle circulation and turning requirements based upon representative design vehicles.
- Perform desktop-level review of available utility, drainage, access, planning, environmental, and regulatory information.
- Identify significant engineering or infrastructure constraints that may materially affect the feasibility or anticipated cost of each scenario, including operational analysis.
- Identify anticipated utility service and infrastructure requirements at a planning level.
- Identify anticipated planning, permitting, and environmental considerations applicable to subsequent project development.
- Develop limited conceptual building massing and/or character imagery as appropriate to communicate the general scale and nature of the proposed facility.

- Update planning-level cost opinions based upon the conceptual alternatives.
- Update the comparative scenario evaluation.
- Assist Township staff in developing a preferred alternative recommendation.
- Prepare materials necessary to communicate the alternatives and recommendations to Township staff and/or the Board.

Engineering involvement during Phase 2 shall be limited to high-level feasibility review and identification of significant infrastructure constraints based primarily upon available information. Detailed engineering calculations, modeling, drawings, field investigations, or technical studies are not included.

Burditt shall coordinate with the Township regarding applicable FTA requirements and anticipated environmental, procurement, documentation, and grant-related considerations associated with this phase of project development.

Phase 2 deliverables will include:

- Diagrammatic Site Layout for each Development Scenario.
- Conceptual Building/Program Diagrams, as appropriate.
- Feasibility and Major Constraints Summary.
- Planning, Permitting, and Environmental Considerations Summary.
- Updated Planning-Level Opinion of Probable Construction Cost for each scenario.
- Updated Comparative Scenario Evaluation Matrix.
- Preferred Alternative Recommendation.
- Staff and/or Board presentation materials.

At completion of Phase 2, the Township shall provide written direction identifying one preferred Development Scenario to be advanced into Phase 3.

Unless otherwise authorized through an amendment to this Task Order, Phase 3 services shall be limited to development of one preferred alternative.

Phase 3 — Preferred Alternative Schematic Design & Preliminary Engineering

Following written selection of a preferred Development Scenario, Burditt shall advance the selected alternative through Architectural Schematic Design with supporting preliminary engineering analysis.

The purpose of Phase 3 is to establish the preferred facility configuration, major building and site systems, infrastructure requirements, and updated project cost sufficient to support subsequent project development and authorization of future design phases.

Architectural and Site Design Services

- Confirm the preferred facility program based upon Township direction.
- Refine the preferred site plan.
- Develop schematic architectural floor plans identifying major spaces and functional relationships.

- Establish maintenance bay, administrative, employee, support, storage, and operational areas.
- Coordinate building and site circulation.
- Refine fleet parking, employee parking, service areas, fueling, wash facilities, and other major site functions.
- Develop preliminary architectural elevations and building massing.
- Prepare limited building sections as appropriate to communicate building scale and major functional relationships.
- Perform preliminary code and life-safety review.
- Coordinate architectural design with anticipated major engineering systems.
- Update facility area calculations and program.
- Identify potential future expansion and phasing requirements.
- Prepare an updated Opinion of Probable Construction Cost.
- Develop preliminary implementation considerations for subsequent design phases.

Preliminary Engineering Services

Engineering services shall be limited to the disciplines and level of effort necessary to support and validate the preferred alternative and identify significant infrastructure requirements affecting subsequent design.

Preliminary engineering services may include, as applicable:

- Preliminary civil/site feasibility.
- Preliminary grading and drainage approach.
- Preliminary stormwater and detention requirements.
- Preliminary utility service requirements.
- Preliminary water and wastewater requirements.
- Preliminary electrical service and load requirements.
- Preliminary structural system recommendations.
- Preliminary mechanical and plumbing design criteria.
- Preliminary traffic/access and vehicle maneuvering review.
- Preliminary fueling and wash-system infrastructure requirements.
- Identification of significant engineering issues requiring additional investigation during subsequent design phases.

Engineering services are intended to establish design criteria, major system requirements, feasibility, and significant project constraints.

Unless specifically authorized otherwise, engineering services under this Task Order do not include detailed engineering drawings, final calculations, hydraulic or hydrologic modeling, detailed equipment selections, specifications, construction details, or construction-level design.

Phase 3 deliverables will include:

- Architectural Schematic Floor Plan
- Preliminary Architectural Elevations
- Limited Building Sections, as appropriate
- Facility Program and Area Summary
- Preliminary Code and Life-Safety Summary

- Preliminary Engineering Criteria and Findings
- Major Utility and Infrastructure Requirements
- Preliminary Grading, Drainage, and Stormwater Approach
- Updated Opinion of Probable Construction Cost
- Preliminary project implementation considerations
- Schematic Design Review Package

The Architectural Schematic Design package is anticipated to represent approximately a 30% level of architectural development.

Engineering documentation will be developed only to the level necessary to support and validate the architectural and site concept and shall not constitute a complete 30% multidisciplinary engineering design package.

4. Schedule

Upon issuance of this Task Order, Burditt shall provide a detailed schedule consistent with Section 3(A) of the Professional Services Agreement C-2025-0352.

5. Compensation

Compensation shall be in accordance with the unit rates provided in Exhibit B – Fees of the Professional Services Agreement C-2025-0352.

The total Not-to-Exceed compensation for this Task Order shall be:

Phase	Not-to-Exceed Fee
Phase 1 – Facility Programming & Scenario Analysis	\$65,000.00
Phase 2 – Conceptual Feasibility & Alternatives Analysis	\$60,000.00
Phase 3 – Preferred Alternative Schematic Design & Preliminary Engineering	\$150,000.00
TOTAL TASK ORDER	\$275,000.00

Per FTA compliance requirements, the Township is obliged to conduct an Independent Cost Estimate (ICE) and Cost Analysis for this Task Order.

Burditt will provide supporting fee information based upon anticipated labor rates, hours, overhead and profit based on the labor rates provided at the time of award of the Professional Services Agreement C-2025-0352.

6. FTA Compliance Requirements

Because professional services under this Task Order are anticipated to be funded in whole or in part through Federal Transit Administration grants, Burditt shall:

- Perform services within Burditt's scope consistent with applicable federal requirements contained in Professional Services Agreement C-2025-0352.
- Maintain project documentation consistent with applicable FTA procurement and oversight requirements associated with the professional services provided.

- Require applicable subconsultants to comply with federal requirements incorporated into their respective scopes and agreements.
- Support reasonable federal reporting, audit and project review requests associated with the professional services provided under this Task Order.
- Coordinate with the Township regarding anticipated FTA environmental and project development requirements applicable to the services being performed.

7. Other Terms

This Task Order is governed by the provisions of the Professional Services Agreement C-2025-0352 and is subject to all conditions, indemnifications, insurance requirements and legal obligations contained therein.

8. Authorization

The Woodlands Township

Monique Sharp

President/Chief Executive Officer

September 17, 2026

Burditt Consultants, LLC

Name: _____

Title: _____

Date: _____



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider and act upon Utility Easements with GTE Mobilnet of South Texas Limited Partnership, dba Verizon Wireless, related to streetlight poles with small cell nodes (P-2026-0512, P-2026-0513, P-2026-0514, P-2026-0515, P-2026-0516, P-2026-0517, P-2026-0518, P-2026-0519, P-2026-0521, P-2026-0522, P-2023-0523);

FISCAL IMPACT:

Not applicable.

BACKGROUND:

GTE Mobilnet of South Texas Limited Partnership, dba Verizon Wireless, would like to replace specific streetlight poles with streetlight poles with small cell nodes. Small cell nodes are low-powered cellular radio access nodes used to enhance cellular network coverage and capacity, especially in areas with high demand or poor signal strength. The poles would be of natural color to blend in with the environment. The replacement poles require additional power, which means the installation of new conduit through the Township's Open Space Reserves. This improved infrastructure is beneficial to Verizon and the community at large.

RECOMMENDATION:

Approve the attached Utility Easements with GTE Mobilnet of South Texas Limited Partnership, dba Verizon Wireless, and authorize the President/Chief Executive Officer to execute any necessary agreements as approved to final form by Township legal counsel.

Attachments

Utility Easement SC6: Christian Academy (P-2026-0512)

Utility Easement SC1: Gosling (P-2026-0513)

Utility Easement SC2: Panther Creek (P-2026-0514)

Utility Easement SC2: Rustic (P-2026-0515)

Utility Easement SC3: Rustic (P-2026-0516)

Utility Easement SC7: Rustic (P-2026-0517)

Utility Easement SC3: Shadowbend (P-2026-0518)

Utility Easement SC6: Shadowbend (P-2026-0519)

Utility Easement SC2: Woodlands Parkway (P-2026-0521)

Utility Easement SC3: Woodlands Parkway West (P-2026-0522)

Utility Easement SC1: Cove (P-2026-0523)

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the “Agreement”) is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as “Grantor”), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “Grantee”).

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the “Easement”) as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10’) wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE JAMES LEE SURVEY, ABSTRACT NO. 319, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "D", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF ALDEN BRIDGE SEC. 99 RECORDED IN CABINET V SHEET 91 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS.

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the “Work”) such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the “Facilities”), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;
 - c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San

- Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
- d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstownship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
 4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
 5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
 - a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

By: _____

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0115 ACRES (501.41 SQUARE FEET) OF LAND LOCATED IN THE JAMES LEE SURVEY, ABSTRACT NO. 319, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "D", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF ALDEN BRIDGE SEC. 99 RECORDED IN CABINET V SHEET 91 OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0115-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT FOUND 5/8-INCH IRON ROD WITH AN ALUMINUM CAP BEING THE WEST CORNER OF LOT 74, BLOCK 1 AS SHOWN ON SAID PLAT OF THE WOODLANDS VILLAGE OF ALDEN BRIDGE SEC. 99, CONVEYED TO SUBAPORN STAUFFER, A MARRIED WOMAN AS RECORDED IN FILE NUMBER 2018008267 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, COMMON WITH AN INTERIOR NORTHERLY CORNER OF SAID RESTRICTED RESERVE "D", BLOCK 1, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,824,779.88 (E), Y=10,071,576.80 (N);

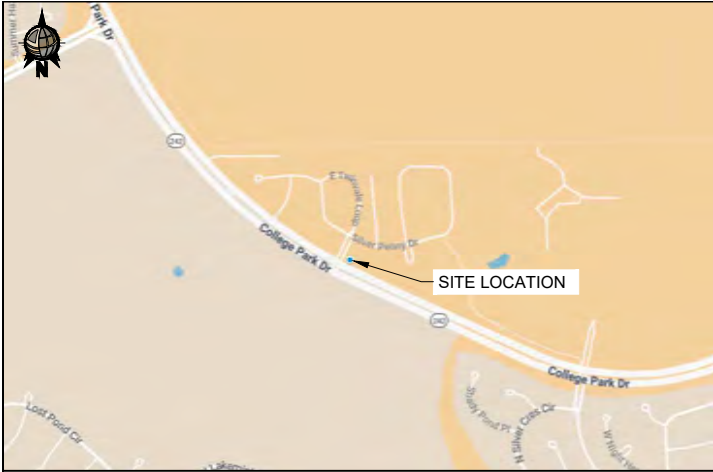
THENCE SOUTH 65 DEGREES 51 MINUTES 17 SECONDS EAST, 24.94 FEET ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 74, BLOCK 1 COMMON WITH AN INTERIOR NORTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "D", BLOCK 1 TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,824,802.63 (E), Y=10,071,566.60 (N);

THENCE SOUTH 65 DEGREES 51 MINUTES 17 SECONDS EAST, 10.07 FEET ALONG SAID COMMON LINE TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 31 DEGREES 01 MINUTES 03 SECONDS WEST, 50.19 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF COLLEGE PARK DRIVE - STATE HIGHWAY 242, COMMON WITH THE SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "D", BLOCK 1;

THENCE WESTERLY ALONG A CURVE TO THE RIGHT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 08 MINUTES 53 SECONDS TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 3,895.90 FEET, AN ARC LENGTH OF 10.06 FEET, AND A LONG CHORD BEARING AND DISTANCE OF NORTH 65 DEGREES 16 MINUTES 44 SECONDS WEST, 10.06 FEET;

THENCE NORTH 31 DEGREES 01 MINUTES 03 SECONDS EAST, 50.09 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0115 ACRES (501.41 SQUARE FEET) OF LAND



VICINITY MAP (N.T.S.)

SURVEY NOTES:

1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/07/2026).
5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0530G, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

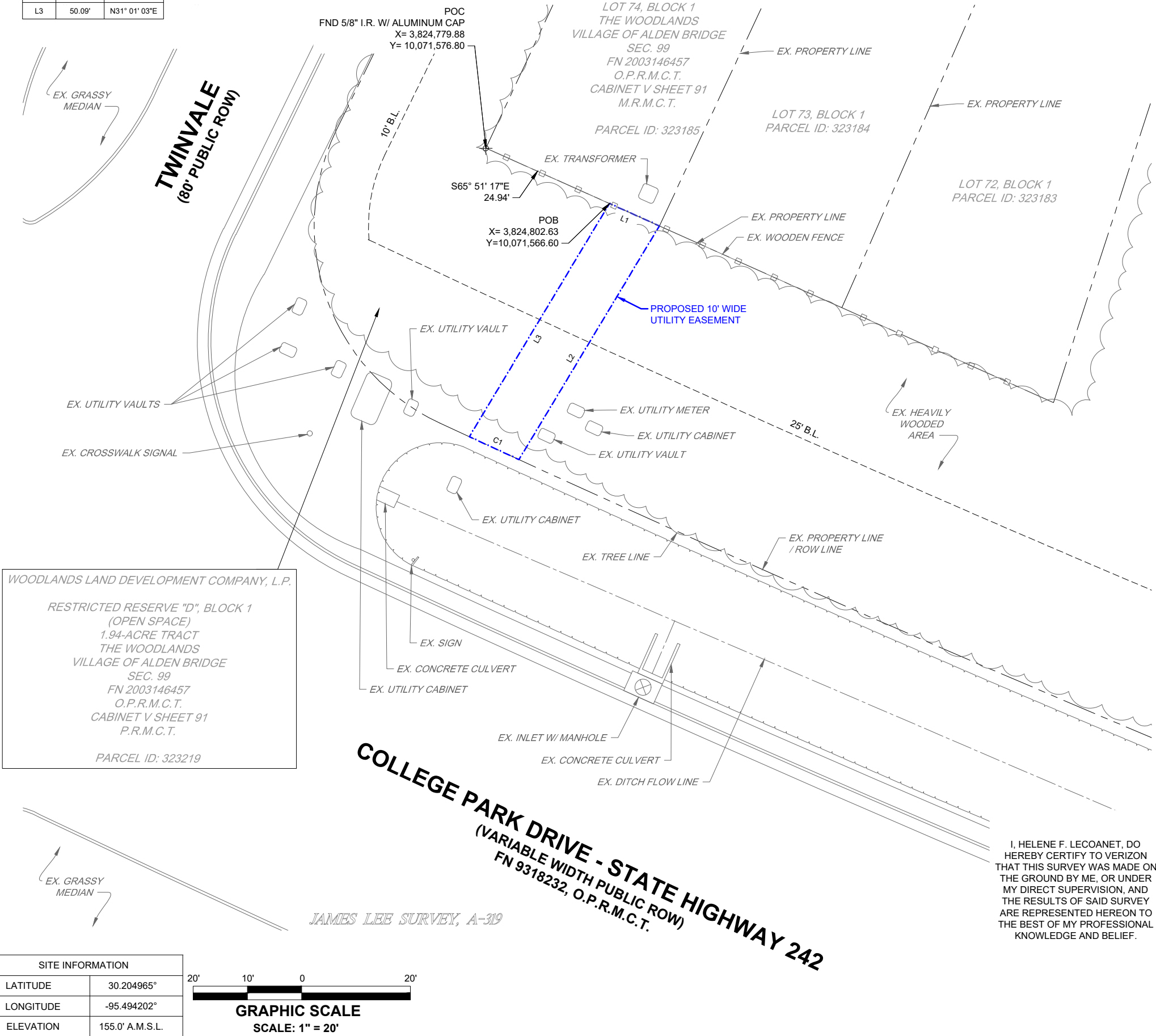
A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	10.07'	S65° 51' 17"E
L2	50.19'	S31° 01' 03"W
L3	50.09'	N31° 01' 03"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	10.06'	3895.90'	0° 08' 53"	N65° 16' 44"W	10.06'



SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA
CHRISTIAN_ACADEMY_SC6

COLLEGE PARK DRIVE
THE WOODLANDS, TX 77384
MDG ID: 5000967225



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: GJN

CHECKED BY: HL

DATE: 7/22/2026

PAGE 3 OF 3

SURVEY NOT VALID
WITHOUT ALL SHEETS

I, HELENE F. LECOANET, DO
HEREBY CERTIFY TO VERIZON
THAT THIS SURVEY WAS MADE ON
THE GROUND BY ME, OR UNDER
MY DIRECT SUPERVISION, AND
THE RESULTS OF SAID SURVEY
ARE REPRESENTED HEREON TO
THE BEST OF MY PROFESSIONAL
KNOWLEDGE AND BELIEF.

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the “Agreement”) is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as “Grantor”), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “Grantee”).

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the “Easement”) as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10’) wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE CADDO ALLEN SURVEY, ABSTRACT NO. 45, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION TWO RECORDED IN CABINET B SHEET 101 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the “Work”) such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the “Facilities”), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0080 ACRES (350.00 SQUARE FEET) OF LAND LOCATED IN THE CADDO ALLEN SURVEY, ABSTRACT NO. 45, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION TWO RECORDED IN CABINET B SHEET 101 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0080-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 1/2-INCH IRON ROD BEING A NORTHWESTERLY CORNER OF LOT 107, BLOCK 1 AS SHOWN ON SAID PLAT OF VILLAGE OF PANTHER CREEK SECTION TWO, LYING IN THE PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,822,241.25 (E), Y=10,055,026.40 (N);

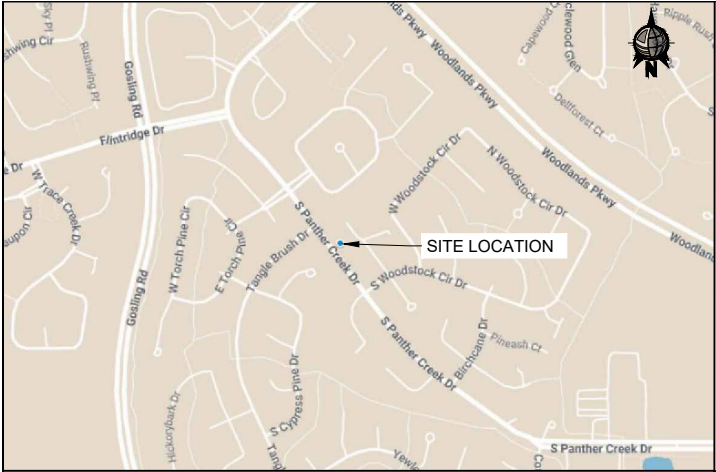
THENCE SOUTH 06 DEGREES 10 MINUTES 01 SECONDS WEST, 182.44 FEET TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHEASTERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, COMMON WITH THE SOUTHWESTERLY PROPERTY LINE OF LOT 110, BLOCK 1 AS SHOWN ON SAID PLAT OF VILLAGE OF PANTHER CREEK SECTION TWO, CONVEYED TO PROYECTOS FORTUNA LLC AS RECORDED IN FILE NUMBER 2023049086 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,822,221.65 (E), Y=10,054,845.01 (N);

THENCE SOUTH 39 DEGREES 16 MINUTES 38 SECONDS EAST, 10.00 FEET ALONG SAID COMMON LINE TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 50 DEGREES 43 MINUTES 22 SECONDS WEST, 35.00 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE SOUTHWESTERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, COMMON WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH PANTHER CREEK DRIVE;

THENCE NORTH 39 DEGREES 16 MINUTES 38 SECONDS WEST, 10.00 FEET ALONG SAID COMMON LINE TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 50 DEGREES 43 MINUTES 22 SECONDS EAST, 35.00 FEET TO THE POINT OF BEGINNING, LYING IN SAID NORTHEASTERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, COMMON WITH SAID SOUTHWESTERLY PROPERTY LINE OF LOT 110, BLOCK 1, CONTAINING 0.0080 ACRES (350.00 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

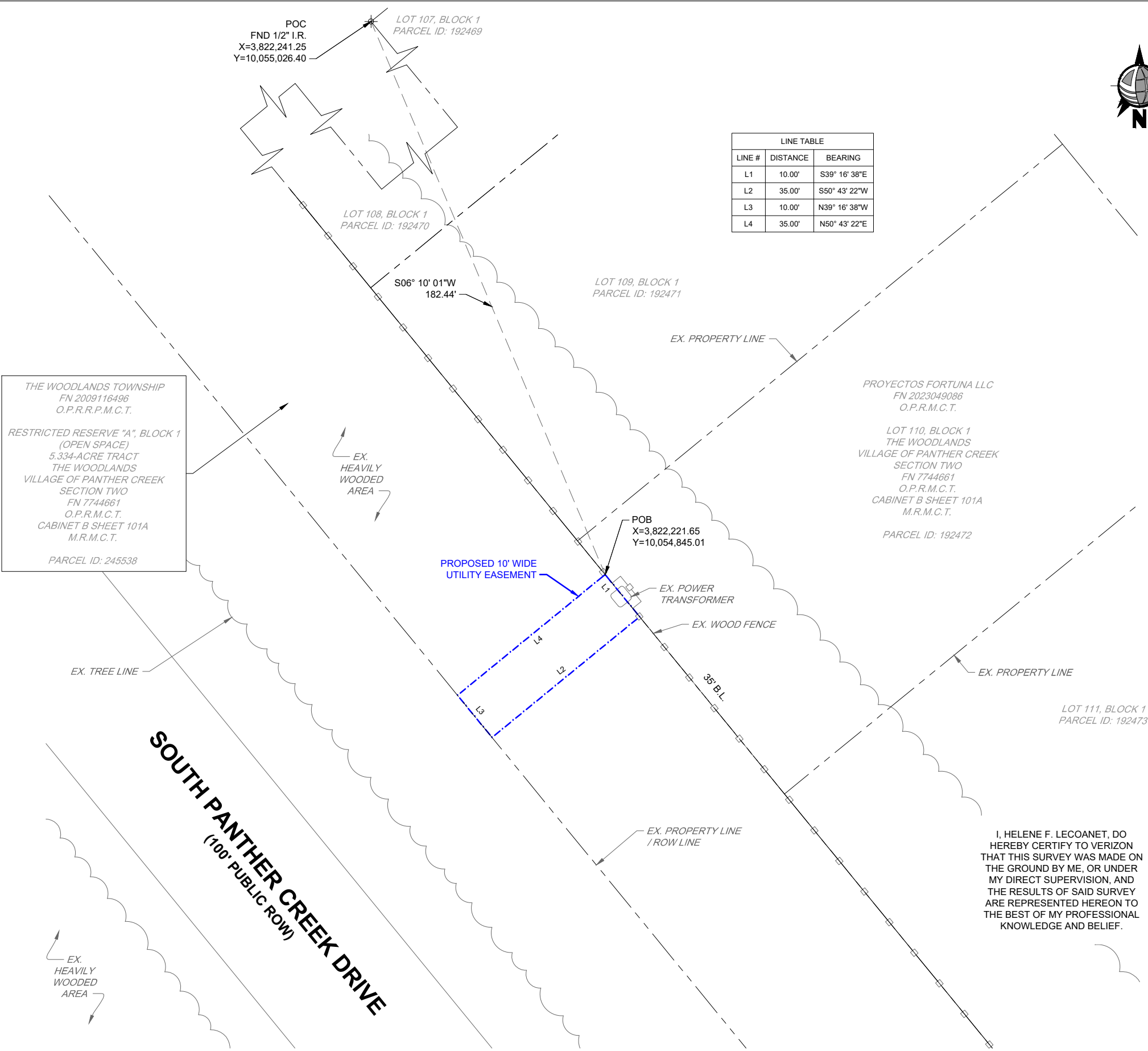
- SURVEY NOTES:**
1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
 2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
 3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
 4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/07/2026).
 5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
 8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0530G, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

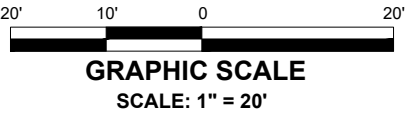
A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE



FAA 1A INFORMATION	
LATITUDE	30.159438°
LONGITUDE	-95.504669°
ELEVATION	159.5 A.M.S.L.



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	10.00'	S39° 16' 38"E
L2	35.00'	S50° 43' 22"W
L3	10.00'	N39° 16' 38"W
L4	35.00'	N50° 43' 22"E

SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3DD&E

3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA

GOSLING_SC1

SOUTH PANTHER CREEK DRIVE

THE WOODLANDS, TX 77381

MDG ID: 5000920888



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: MAV

CHECKED BY: HL

DATE: 7/22/2026

PAGE 3 OF 3

SURVEY NOT VALID
WITHOUT ALL SHEETS

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from to their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE JOHN TAYLOR SURVEY, ABSTRACT NO. 547, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION 36 RECORDED IN CABINET G SHEET 60B OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS, AND CONVEYED TO THE WOODLANDS TOWNSHIP AS RECORDED IN FILE NUMBER 2009116496 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;

- b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;
 - c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstownship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
- 3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
- 4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
- 5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
 - a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);

- b. be cleared weekly of resultant organic and inorganic waste and debris; and
- c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.
10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0115 ACRES (501.56 SQUARE FEET) OF LAND LOCATED IN THE JOHN TAYLOR SURVEY, ABSTRACT NO. 547, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION 36 RECORDED IN CABINET G SHEET 60B OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS, AND CONVEYED TO THE WOODLANDS TOWNSHIP AS RECORDED IN FILE NUMBER 2009116496 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS, SAID 0.0115-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 5/8-INCH IRON ROD WITH AN ALUMINUM CAP BEING THE SOUTH CORNER OF LOT 5, BLOCK 2 OF SAID PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION 36, COMMON WITH THE WEST CORNER OF SAID RESTRICTED RESERVE "A", BLOCK 2, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,828,930.40 (E), Y=10,058,445.99 (N);

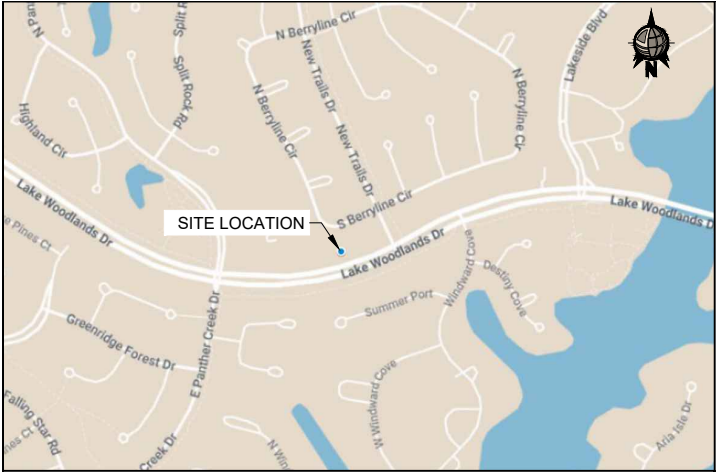
THENCE NORTH 87 DEGREES 02 MINUTES 02 SECONDS EAST, 235.71 FEET TO THE POINT OF BEGINNING AND SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE WOODLANDS DRIVE COMMON WITH THE SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 2, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,829,165.8063 (E), Y=10,058,458.18 (N);

THENCE NORTH 14 DEGREES 19 MINUTES 44 SECONDS WEST, 50.15 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 2 COMMON WITH THE SOUTHERLY PROPERTY LINE OF LOT 4, BLOCK 2 CONVEYED TO PHILLIP DALRYMPLE AND ASHLEY DALRYMPLE, HUSBAND AND WIFE AS RECORDED IN FILE NUMBER 2022101940 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS;

THENCE EASTERLY ALONG A CURVE TO THE LEFT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 18 MINUTES 36 SECONDS TO THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 1,855.00 FEET, AN ARC LENGTH OF 10.03 FEET, AND A LONG CHORD BEARING AND DISTANCE OF NORTH 71 DEGREES 01 MINUTES 34 SECONDS EAST, 10.03 FEET;

THENCE SOUTH 14 DEGREES 19 MINUTES 44 SECONDS EAST, 50.15 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID NORTHERLY RIGHT-OF-WAY LINE OF LAKE WOODLANDS DRIVE COMMON WITH SAID SOUTHERLY PROPERTY LINE OF RESTRICTED RESERVE "A", BLOCK 2;

THENCE WESTERLY ALONG A CURVE TO THE RIGHT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 18 MINUTES 06 SECONDS TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 1,905.00 FEET, AN ARC LENGTH OF 10.03 FEET, AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 08 MINUTES 52 SECONDS WEST, 10.03 FEET, CONTAINING 0.0115 ACRES (501.56 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

SURVEY NOTES:

1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 06/29/2026).
5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0540H, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

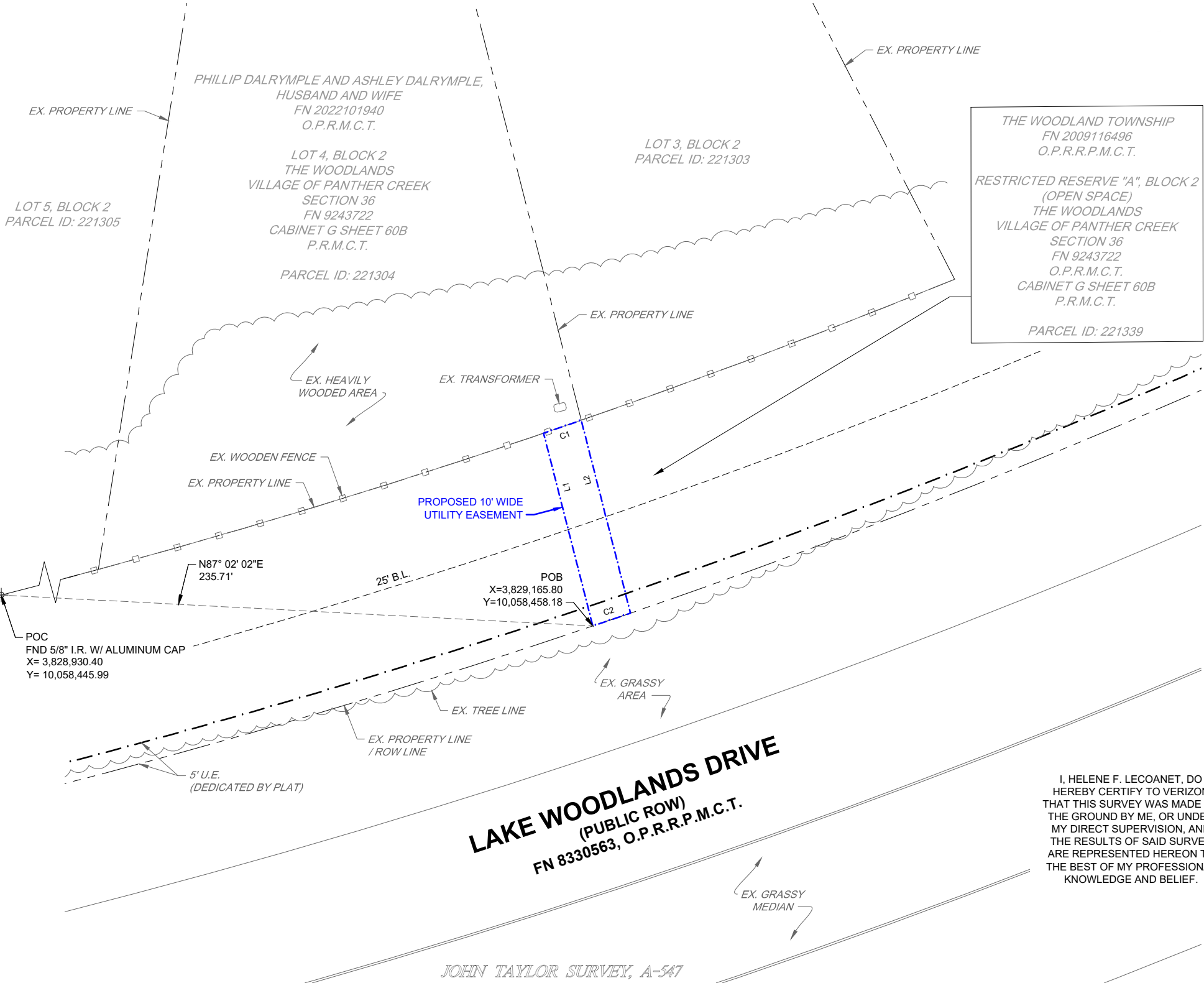
A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
P.R.M.C.T.	PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS
OH	OVERHEAD
ROW	RIGHT-OF-WAY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	50.15'	N14° 19' 44"W
L2	50.17'	S14° 19' 44"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	10.03'	1855.00'	00° 18' 36"	N71° 01' 34"E	10.03'
C2	10.03'	1905.00'	00° 18' 06"	S71° 08' 52"W	10.03'



LAKE WOODLANDS DRIVE
(PUBLIC ROW)
FN 8330563, O.P.R.R.P.M.C.T.

I, HELENE F. LECOANET, DO
HEREBY CERTIFY TO VERIZON
THAT THIS SURVEY WAS MADE ON
THE GROUND BY ME, OR UNDER
MY DIRECT SUPERVISION, AND
THE RESULTS OF SAID SURVEY
ARE REPRESENTED HEREON TO
THE BEST OF MY PROFESSIONAL
KNOWLEDGE AND BELIEF.



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: GJN

CHECKED BY: HL

DATE: 7/22/2026

PAGE 3 OF 3

SURVEY NOT VALID
WITHOUT ALL SHEETS



SURVEY PREPARED FOR:
verizon
14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3DD&E
3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA
PANTHER CREEK SC2
LAKE WOODLANDS DRIVE
THE WOODLANDS, TX 77381
MDG ID: 5000244784

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following:

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE H.G. ROACH SURVEY, ABSTRACT NO. 687, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "B", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION TWENTY NINE RECORDED IN CABINET F SHEET 44A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

COMMENCING AT A FOUND 5/8-INCH WITH AN ALUMINUM CAP BEING A NORTHERLY CORNER OF LOT 25, BLOCK 1 AS SHOWN ON SAID PLAT OF VILLAGE OF PANTHER CREEK SECTION TWENTY NINE, LYING IN THE SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "B", BLOCK 1, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,826,063.05 (E), Y=10,062,079.09 (N);

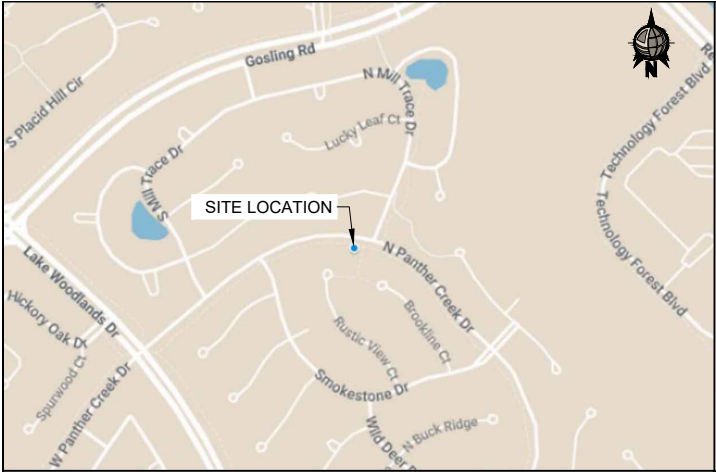
THENCE NORTH 82 DEGREES 30 MINUTES 13 SECONDS WEST, 21.00 FEET TO THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY PROPERTY LINE OF SAID LOT 25, BLOCK 1, COMMON WITH SAID SOUTHERLY PROPERTY LINE OF RESTRICTED RESERVE "B", BLOCK 1, AND HAVING A STATE PLANE COORDINATE VALUE OF X= 3,826,042.23 (E), Y=10,062,111.67 (N);

THENCE WESTERLY ALONG A CURVE TO THE LEFT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 46 MINUTES 46 SECONDS TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 735.00 FEET, AN ARC LENGTH OF 10.00 FEET, AND A LONG CHORD BEARING AND DISTANCE OF NORTH 83 DEGREES 42 MINUTES 52 SECONDS WEST, 10.00 FEET

THENCE NORTH 05 DEGREES 53 MINUTES 43 SECONDS EAST, 30.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST PANTHER CREEK DRIVE, COMMON WITH THE NORTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "B", BLOCK 1;

THENCE EASTERLY ALONG A CURVE TO THE RIGHT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 44 MINUTES 56 SECONDS TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 765.00 FEET, AN ARC LENGTH OF 10.00 FEET, AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 43 MINUTES 49 SECONDS EAST, 10.00 FEET

THENCE SOUTH 05 DEGREES 53 MINUTES 43 SECONDS WEST, 30.00 FEET THE POINT OF BEGINNING, CONTAINING 0.0069 ACRES (300.01 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

- SURVEY NOTES:**
1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
 2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
 3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
 4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/29/2026).
 5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
 8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0530G, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

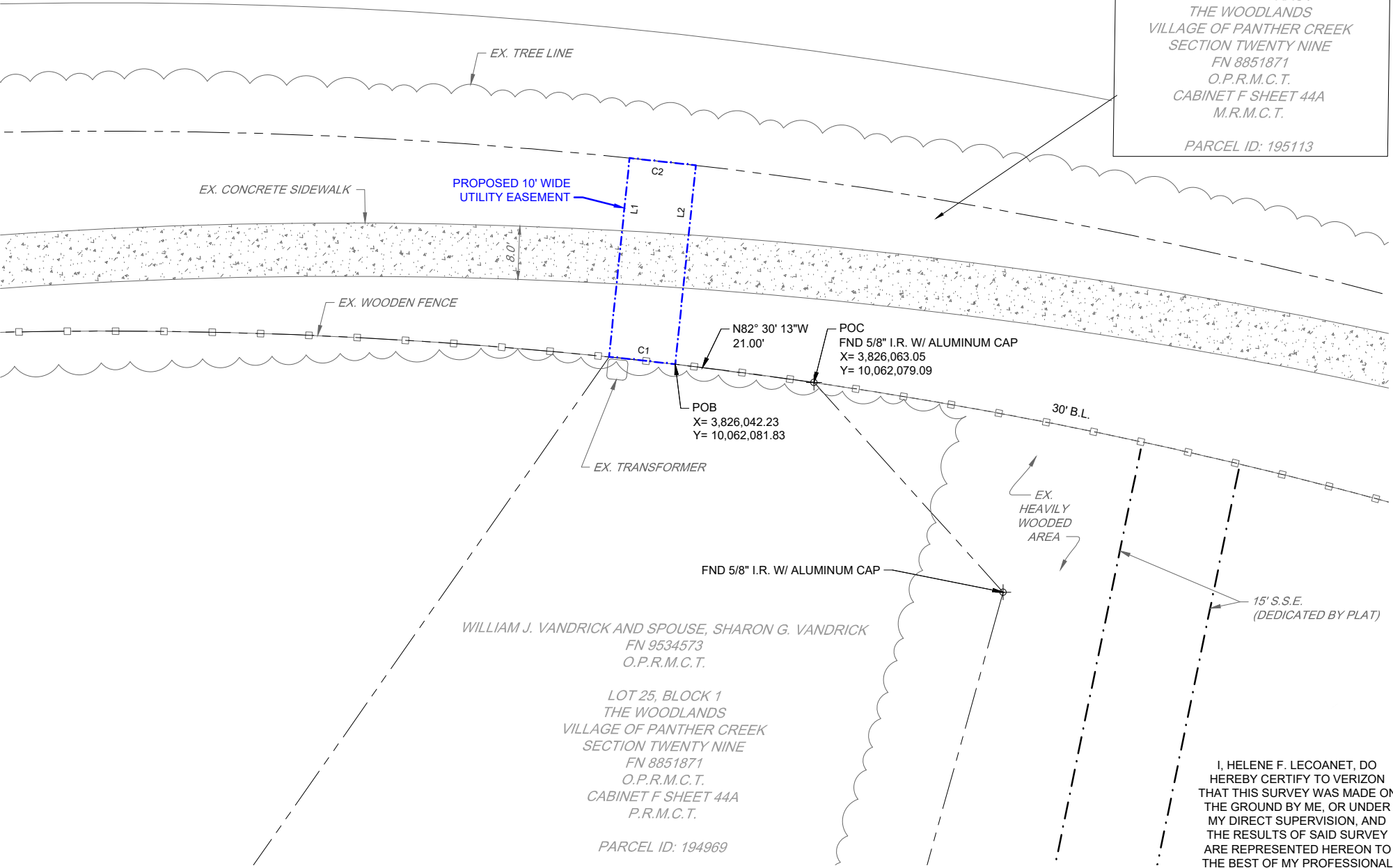
LEGEND

	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	30.00'	N05° 53' 43"E
L2	30.00'	S05° 53' 43"W

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	
C1	10.00'	735.00'	00° 46' 46"	N83° 42' 52"W	10.00'	
C2	10.00'	765.00'	00° 44' 56"	S83° 43' 49"E	10.00'	

WEST PANTHER CREEK DRIVE
(VARIABLE WIDTH PUBLIC ROW)

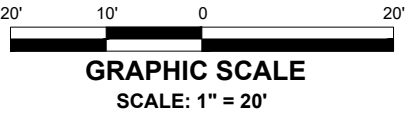


THE WOODLANDS TOWNSHIP
FN 2009116496
O.P.R.R.P.M.C.T.

RESTRICTED RESERVE "B", BLOCK 1
(OPEN SPACE)
1.657-ACRE TRACT
THE WOODLANDS
VILLAGE OF PANTHER CREEK
SECTION TWENTY NINE
FN 8851871
O.P.R.M.C.T.
CABINET F SHEET 44A
M.R.M.C.T.

PARCEL ID: 195113

SITE INFORMATION	
LATITUDE	30.17885122°
LONGITUDE	-95.49147905°
ELEVATION	156.0' A.M.S.L.



SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA

RUSTIC_SC2

WEST PANTHER CREEK DRIVE

THE WOODLANDS, TX 77381

MDG ID: 5000978770



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY:	GJN
CHECKED BY:	HL
DATE:	7/22/2026

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____,
, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;

ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE HENRY DUNMAN SURVEY, ABSTRACT NO. 163, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "C", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION THREE RECORDED IN CABINET D SHEET 82-A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0084 ACRES (364.32 SQUARE FEET) OF LAND LOCATED IN THE HENRY DUNMAN SURVEY, ABSTRACT NO. 163, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "C", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION THREE RECORDED IN CABINET D SHEET 82-A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0084-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT FOUND 5/8-INCH IRON ROD WITH AN ALUMINUM CAP BEING THE SOUTH CORNER OF LOT 3, BLOCK 2 AS SHOWN ON SAID PLAT OF THE WOODLANDS OF VILLAGE OF COCHRAN'S CROSSING SECTION THREE, CONVEYED TO KELLY FULLER AS RECORDED FILE NUMBER 2025099795 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF TANAGER TRAIL, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,823,966.62 (E), Y=10,063,847.61 (N);

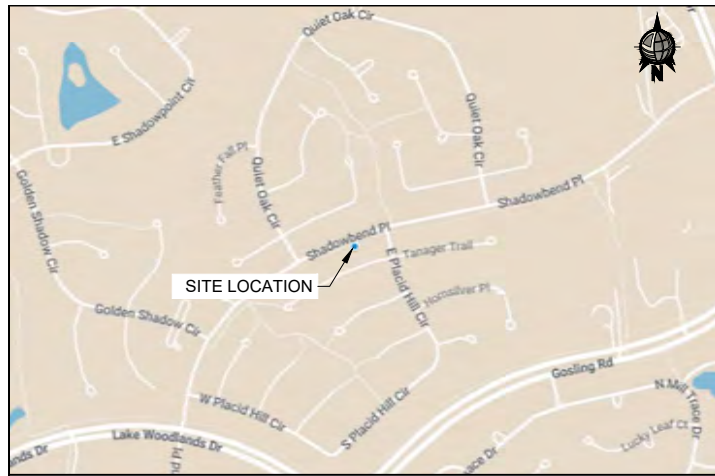
THENCE NORTH 13 DEGREES 27 MINUTES 18 SECONDS WEST, 121.74 FEET TO THE POINT OF BEGINNING AND SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY PROPERTY LINE OF SAID LOT 3, BLOCK 2, COMMON WITH THE SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "C", BLOCK 2, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,823,938.30 (E), Y=10,063,966.01 (N);

THENCE NORTH 20 DEGREES 47 MINUTES 29 SECONDS WEST, 36.59 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SHADOWBEND PLACE COMMON WITH THE NORTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "C", BLOCK 2;

THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 19 MINUTES 42 SECONDS TO THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 1,745.00 FEET, AN ARC LENGTH OF 10.00 FEET, AND A LONG CHORD BEARING AND DISTANCE OF NORTH 69 DEGREES 12 MINUTES 31 SECONDS EAST, 10.00 FEET;

THENCE SOUTH 20 DEGREES 47 MINUTES 29 SECONDS EAST, 36.27 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID NORTHERLY PROPERTY LINE OF LOT 3, BLOCK 2, COMMON WITH SAID SOUTHERLY PROPERTY LINE OF RESTRICTED RESERVE "C", BLOCK 2;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 20 MINUTES 03 SECONDS TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 1,715.00 FEET, AN ARC LENGTH OF 10.01 FEET, AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 21 MINUTES 12 SECONDS WEST, 10.01 FEET, CONTAINING 0.0084 ACRES (364.32 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

SURVEY NOTES:

1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/06/2026).
5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIE WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0540H, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

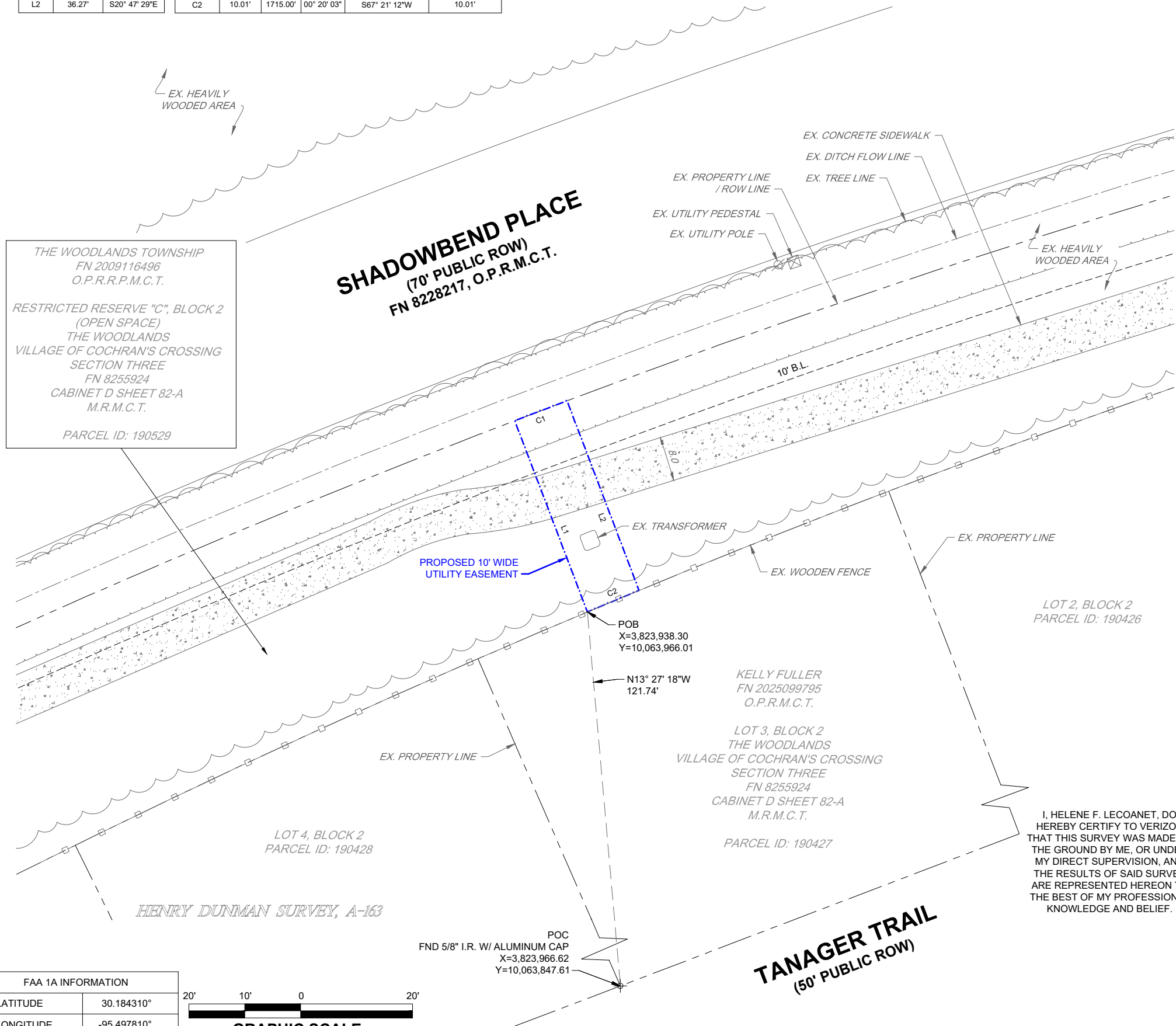
A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

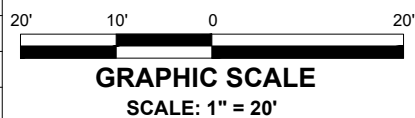
	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	36.59'	N20° 47' 29"W
L2	36.27'	S20° 47' 29"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	10.00'	1745.00'	00° 19' 42"	N69° 12' 31"E	10.00'
C2	10.01'	1715.00'	00° 20' 03"	S67° 21' 12"W	10.01'



FAA 1A INFORMATION	
LATITUDE	30.184310°
LONGITUDE	-95.497810°
ELEVATION	149.0' A.M.S.L.



SURVEY PREPARED FOR:

verizon 

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

**VERIZON WIRELESS - TEXAS AREA
RUSTIC_SC3**

SHADOWBEND PLACE
THE WOODLANDS, TX 77381

MDG ID: 5000978771



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: GJN

CHECKED BY: HL

DATE: 7/22/2026

PAGE 3 OF 3

SURVEY NOT VALID
WITHOUT ALL SHEETS

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following:

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE H.G. ROACH SURVEY, ABSTRACT NO. 687, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION THIRTY RECORDED IN CABINET F SHEET 55B OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS, AND CONVEYED TO THE WOODLANDS TOWNSHIP AS RECORDED IN FILE NUMBER 2009116496 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;

- b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;
 - c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstownship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
- 3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
- 4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
- 5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
 - a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);

- b. be cleared weekly of resultant organic and inorganic waste and debris; and
- c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.
10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0115 ACRES (500.00 SQUARE FEET) OF LAND LOCATED IN THE H.G. ROACH SURVEY, ABSTRACT NO. 687, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION THIRTY RECORDED IN CABINET F SHEET 55B OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS, AND CONVEYED TO THE WOODLANDS TOWNSHIP AS RECORDED IN FILE NUMBER 2009116496 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS, SAID 0.0115-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 5/8-INCH IRON ROD WITH AN ALUMINUM CAP BEING THE NORTH CORNER OF LOT 14, BLOCK 1 AS SHOWN ON SAID PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION THIRTY, LYING IN THE SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,826,446.52 (E), Y=10,063,464.44 (N);

THENCE SOUTH 87 DEGREES 16 MINUTES 38 SECONDS WEST, 107.01 FEET TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "A", BLOCK 1 COMMON WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF GOSLING ROAD, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,826,339.63 (E), Y=10,063,459.36 (N);

THENCE SOUTH 29 DEGREES 07 MINUTES 35 SECONDS EAST, 50.00 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID SOUTHERLY PROPERTY LINE OF RESTRICTED RESERVE "A", BLOCK 1, COMMON WITH THE NORTHERLY PROPERTY LINE OF LOT 14, BLOCK 1 CONVEYED TO MICHAEL A REID AND PATTY J. REID AS RECORDED IN FILE NUMBER 2003-023983 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 16 MINUTES 20 SECONDS TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 2,105.00 FEET, AN ARC LENGTH OF 10.00 FEET, AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 60 DEGREES 52 MINUTES 26 SECONDS WEST, 10.00 FEET;

THENCE NORTH 29 DEGREES 07 MINUTES 35 SECONDS WEST, 50.00 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID NORTHERLY PROPERTY LINE OF RESTRICTED RESERVE "A", BLOCK 1, COMMON WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF GOSLING ROAD;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 16 MINUTES 44 SECONDS TO THE POINT

OF BEGINNING, SAID CURVE HAVING A RADIUS OF 2,055.00 FEET, AN ARC LENGTH OF 10.00 FEET, AND A LONG CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 52 MINUTES 25 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0115 ACRES (500.00 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

- SURVEY NOTES:**
1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
 2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
 3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
 4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 06/29/2026).
 5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
 8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0540H, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

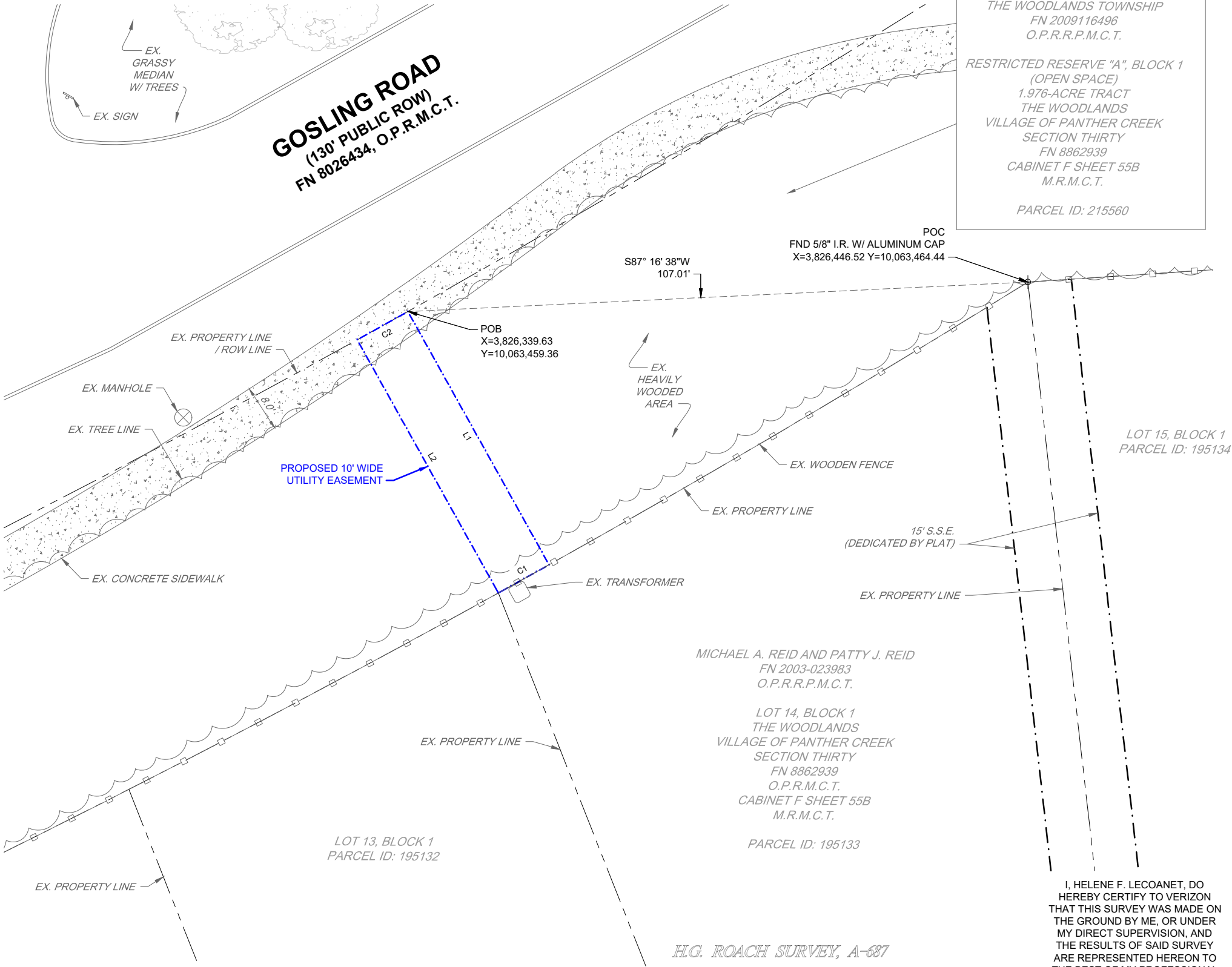
ABBREVIATIONS

A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

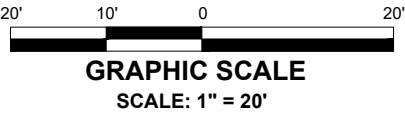
LEGEND

--- -- -- -- --	PROPOSED EASEMENT	- . - . - .	EX. EASEMENT
— x — x —	EX. C.L. FENCE	— — — — —	EX. PROPERTY LINE
— x — x —	EX. B.W. FENCE	— P —	EX. OH POWER LINES
— o — o —	EX. WOOD FENCE	⊗	EX. UTILITY POLE
— v — v —	EX. HIGH BANK	⊠	EX. TELCO PEDESTAL
— < — < —	EX. WIRE FENCE	⊗	EX. MANHOLE

LINE TABLE			CURVE TABLE						
LINE #	DISTANCE	BEARING	CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	
L1	50.00'	S29° 07' 35"E	C1	10.00'	2105.00'	00° 16' 20"	S60° 52' 26"W	10.00'	
L2	50.00'	N29° 07' 35"W	C2	10.00'	2055.00'	00° 16' 44"	N60° 52' 25"E	10.00'	



FAA 1A INFORMATION	
LATITUDE	30.18249252°
LONGITUDE	-95.49026178°
ELEVATION	158.0' A.M.S.L.



SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:

3DD&E

3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA
RUSTIC_SC7
GOSLING ROAD
THE WOODLANDS, TX 77381
MDG ID: 5000978776

STATE OF TEXAS
REGISTERED
HELENE F. LECOANET
PROFESSIONAL
6567
LAND SURVEYOR

HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: GJN
CHECKED BY: HL
DATE: 8/10/2026

PAGE 3 OF 3

SURVEY NOT VALID
WITHOUT ALL SHEETS

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from to their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE HENRY DUNMAN SURVEY, ABSTRACT NO. 163, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "B", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION ONE RECORDED CABINET D SHEET 75-A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0115 ACRES (501.11 SQUARE FEET) OF LAND LOCATED IN THE HENRY DUNMAN SURVEY, ABSTRACT NO. 163, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "B", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION ONE RECORDED CABINET D SHEET 75-A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0115-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 1/2-INCH IRON ROD WITH AN ALUMINUM CAP STAMPED "9 10", BEING THE COMMON NORTHERLY CORNER OF LOTS 9 AND 10, BLOCK 2 AS SHOWN ON SAID PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION ONE, LYING IN THE SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "B", BLOCK 2, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,821,134.37 (E), Y=10,061,938.44 (N);

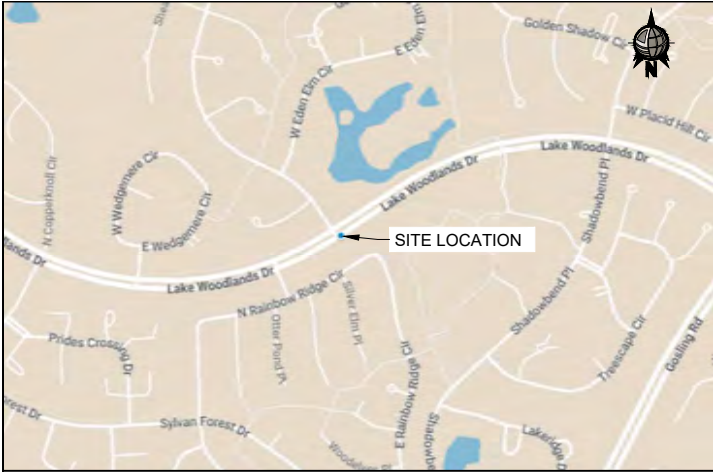
THENCE NORTH 53 DEGREES 44 MINUTES 07 SECONDS EAST, 10.28 FEET ALONG SAID SOUTHERLY PROPERTY LINE OF RESTRICTED RESERVE "B", BLOCK 2, COMMON WITH THE NORTHERLY PROPERTY LINE OF SAID LOT 10, BLOCK 2, CONVEYED TO DANIEL E. SPATES AND ANGELA C. SPATES, HUSBAND AND WIFE AS RCODED IN FILE NUMBER FN 2006-118188 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS, TO THE POINT OF BEGINNING AND SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,821,142.66 (E), Y=10,061,944.52 (N);

THENCE NORTH 36 DEGREES 37 MINUTES 16 SECONDS WEST, 50.11 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE WOODLANDS DRIVE, COMMON WITH THE NORTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "B", BLOCK 2;

THENCE NORTH 53 DEGREES 44 MINUTES 09 SECONDS EAST, 10.00 FEET ALONG SAID COMMON LINE TO THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 36 DEGREES 37 MINUTES 16 SECONDS EAST, 50.11 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID SOUTHERLY PROPERTY LINE OF RESTRICTED RESERVE "B", BLOCK 2, COMMON WITH SAID NORTHERLY PROPERTY LINE OF LOT 10, BLOCK 2;

THENCE SOUTH 53 DEGREES 44 MINUTES 09 SECONDS WEST, 10.00 FEET ALONG SAID COMMON LINE TO THE POINT OF BEGINNING, CONTAINING 0.0115 ACRES (501.11 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

- SURVEY NOTES:**
1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
 2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
 3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
 4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: XX/XX/2025).
 5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
 8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0520G, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

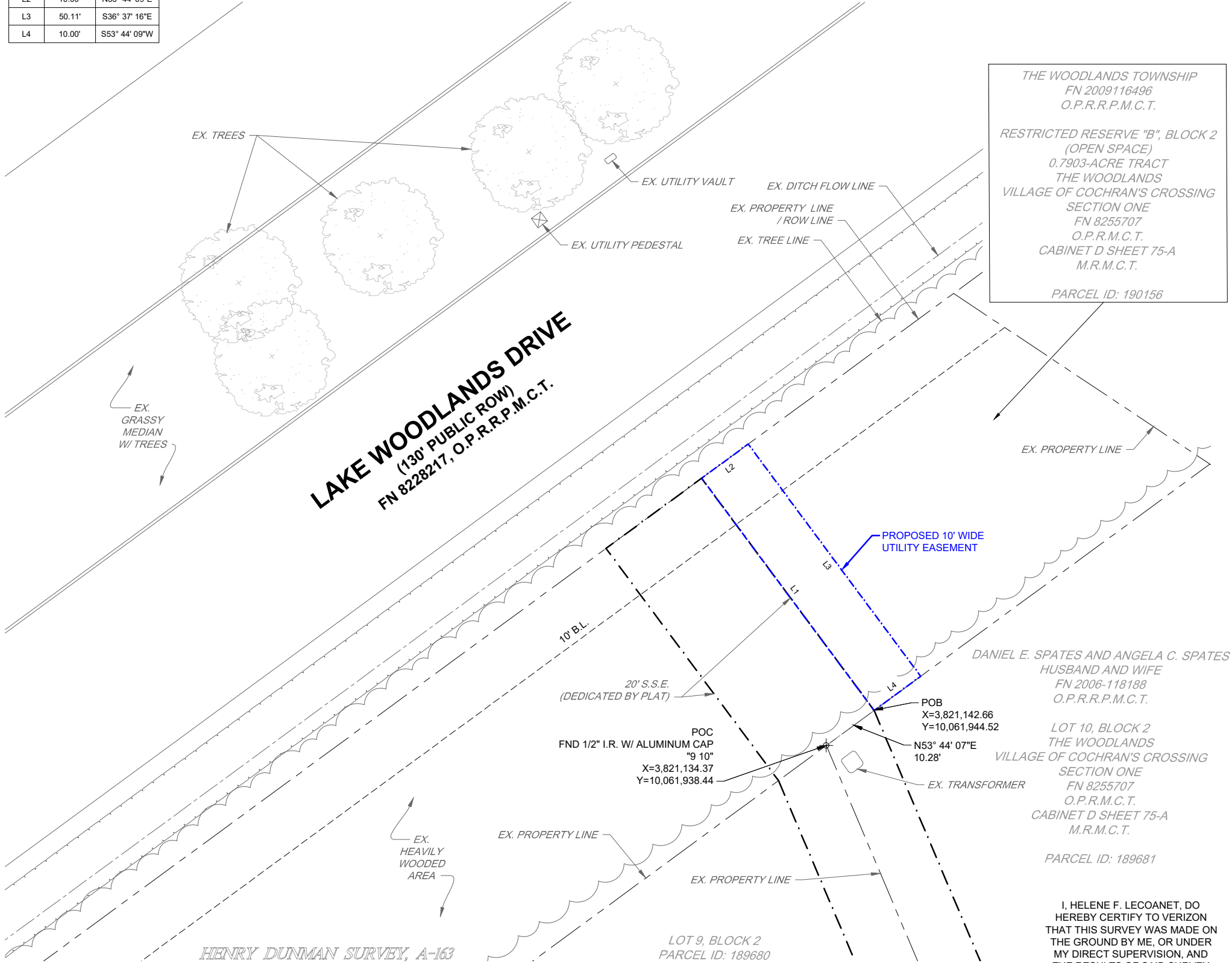
ABBREVIATIONS

A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

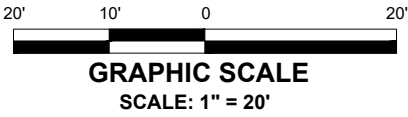
LEGEND

--- -- -- -- --	PROPOSED EASEMENT	--- -- -- -- --	EX. EASEMENT
--- -- -- -- --	EX. C.L. FENCE	--- -- -- -- --	EX. PROPERTY LINE
--- x --- x ---	EX. B.W. FENCE	--- -- -- -- --	EX. OH POWER LINES
--- o --- o ---	EX. WOOD FENCE	--- -- -- -- --	EX. UTILITY POLE
--- v --- v ---	EX. HIGH BANK	--- -- -- -- --	EX. TELCO PEDESTAL
--- o --- o ---	EX. WIRE FENCE	--- -- -- -- --	EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	50.11'	N36° 37' 16"W
L2	10.00'	N53° 44' 09"E
L3	50.11'	S36° 37' 16"E
L4	10.00'	S53° 44' 09"W



FAA 1A INFORMATION	
LATITUDE	30.1790620°
LONGITUDE	-95.507519°
ELEVATION	150.0' A.M.S.L.



THE WOODLANDS TOWNSHIP
FN 2009116496
O.P.R.R.P.M.C.T.

RESTRICTED RESERVE "B", BLOCK 2
(OPEN SPACE)
0.7903-ACRE TRACT
THE WOODLANDS
VILLAGE OF COCHRAN'S CROSSING
SECTION ONE
FN 8255707
O.P.R.M.C.T.
CABINET D SHEET 75-A
M.R.M.C.T.

PARCEL ID: 190156

DANIEL E. SPATES AND ANGELA C. SPATES
HUSBAND AND WIFE
FN 2006-118188
O.P.R.R.P.M.C.T.

LOT 10, BLOCK 2
THE WOODLANDS
VILLAGE OF COCHRAN'S CROSSING
SECTION ONE
FN 8255707
O.P.R.M.C.T.
CABINET D SHEET 75-A
M.R.M.C.T.

PARCEL ID: 189681

I, HELENE F. LECOANET, DO
HEREBY CERTIFY TO VERIZON
THAT THIS SURVEY WAS MADE ON
THE GROUND BY ME, OR UNDER
MY DIRECT SUPERVISION, AND
THE RESULTS OF SAID SURVEY
ARE REPRESENTED HEREON TO
THE BEST OF MY PROFESSIONAL
KNOWLEDGE AND BELIEF.



SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:

3DD&E

3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA
SHADOWBEND_SC3
LAKE WOODLANDS DRIVE
THE WOODLANDS, TX 77381
MDG ID: 5000911773

STATE OF TEXAS
REGISTERED
HELENE F. LECOANET
PROFESSIONAL
6567
LAND SURVEYOR

HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: GJN
CHECKED BY: HL
DATE: 7/22/2026

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from to their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE HENRY DUNMAN SURVEY, ABSTRACT NO. 163, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "C", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION THREE RECORDED IN CABINET D, SHEET 82-A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0069 ACRES (300.26 SQUARE FEET) OF LAND LOCATED IN THE HENRY DUNMAN SURVEY, ABSTRACT NO. 163, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "C", BLOCK 2 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION THREE RECORDED IN CABINET D, SHEET 82-A OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0069-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND 5/8-INCH IRON ROD WITH AN ALUMINUM CAP BEING THE EAST CORNER OF LOT 10, BLOCK 2 AS SHOWN SAID PLAT OF THE WOODLANDS VILLAGE OF COCHRAN'S CROSSING SECTION THREE, CONVEYED TO ADAM D. SALOOM AND MEGAN L. SALOOM, HUSBAND AND WIFE AS RECORDED IN FILE NUMBER 2022020465 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF TANAGER TRAIL, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,823,583.67 (E), Y=10,063,623.64 (N);

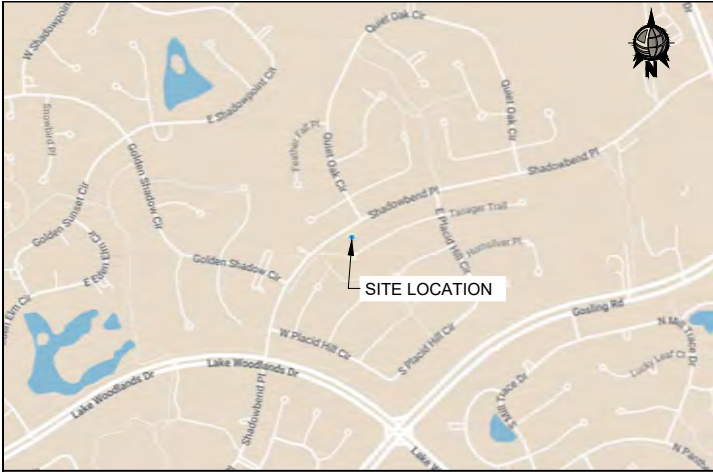
THENCE NORTH 36 DEGREES 01 MINUTES 29 SECONDS WEST, 120.57 FEET ALONG THE EASTERLY PROPERTY LINE OF SAID LOT 10, BLOCK 2 TO THE POINT OF BEGINNING AND EAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE NORTH CORNER OF SAID LOT 10, BLOCK 2, LYING IN THE SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "C", BLOCK 2, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,823,512.76 (E), Y=10,063,721.15 (N);

THENCE SOUTH 56 DEGREES 22 MINUTES 34 SECONDS WEST, 10.01 FEET ALONG SAID SOUTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "C", BLOCK 2, COMMON WITH THE NORTHERLY PROPERTY LINE OF SAID LOT 10, BLOCK 2 TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 36 DEGREES 01 MINUTES 39 SECONDS WEST, 30.03 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SHADOWBEND PLACE, COMMON WITH THE NORTHERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "C", BLOCK 2;

THENCE NORTH 56 DEGREES 22 MINUTES 34 SECONDS EAST, 10.01 FEET ALONG SAID COMMON LINE TO THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 36 DEGREES 01 MINUTES 39 SECONDS EAST, 30.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0069 ACRES (300.26 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

- SURVEY NOTES:**
1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
 2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
 3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
 4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/06/2026).
 5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
 7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
 8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0540H, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

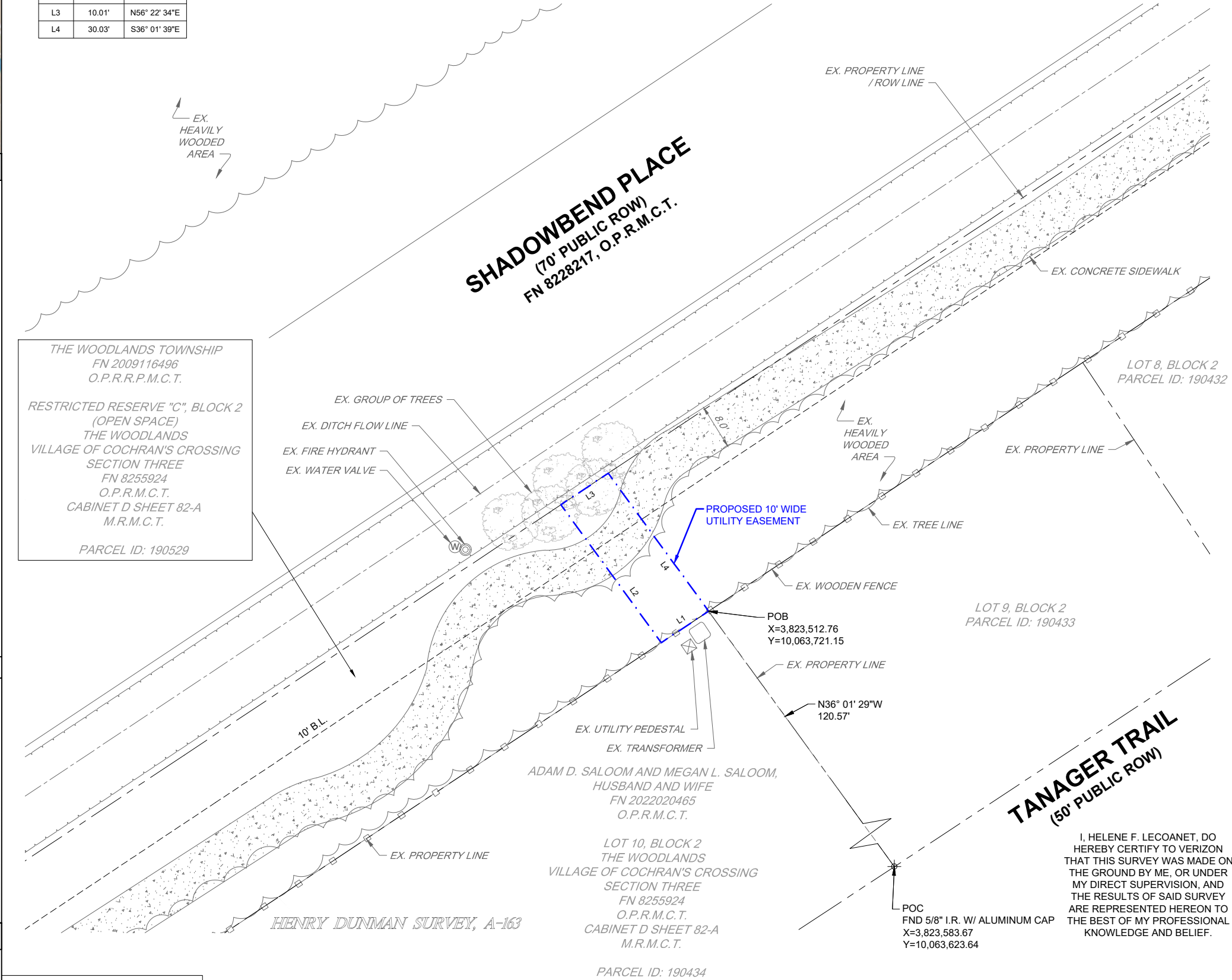
ABBREVIATIONS

A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
SJRA	SAN JACINTO RIVER AUTHORITY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

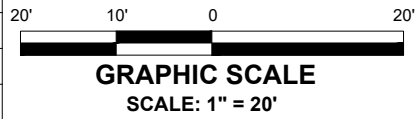
LEGEND

	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	10.01'	S56° 22' 34"W
L2	30.03'	N36° 01' 39"W
L3	10.01'	N56° 22' 34"E
L4	30.03'	S36° 01' 39"E



FAA 1A INFORMATION	
LATITUDE	30.183616°
LONGITUDE	-95.499292°
ELEVATION	147.0' A.M.S.L.



SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:

3DD&E

3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA
SHADOWBEND_SC6

SHADOWBEND PLACE
THE WOODLANDS, TX 77381
MDG ID: 5000911788

STATE OF TEXAS
REGISTERED
HELENE F. LECOANET
6567
PROFESSIONAL
LAND SURVEYOR

Helene F. Lecoanet

HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: GJN

CHECKED BY: HL

DATE: 7/31/2026

PAGE 3 OF 3

SURVEY NOT VALID WITHOUT ALL SHEETS

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from to their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE WALKER COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 599, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "J", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF GROGANS MILL SECTION TWENTY EIGHT RECORDED IN CABINET C, SHEET 12B OF THE MAP RECORDS OF MONTGOMERY COUNTY

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and

- c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

- 6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
- 7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
- 8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP.**

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0080 ACRES (350.00 SQUARE FEET) OF LAND LOCATED IN THE WALKER COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 599, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "J", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF GROGANS MILL SECTION TWENTY EIGHT RECORDED IN CABINET C, SHEET 12B OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0080-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

BEGINNING AT A FOUND 5/8-INCH IRON ROD WITH AN ALUMINUM CAP BEING THE COMMON WESTERLY CORNER OF LOTS 2 AND 3, BLOCK 1 AS SHOWN ON SAID PLAT OF THE WOODLANDS VILLAGE OF GROGANS MILL SECTION TWENTY EIGHT, LYING IN THE WESTERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "J", BLOCK 1, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,838,165.96 (E), Y=10,054,011.68 (N);

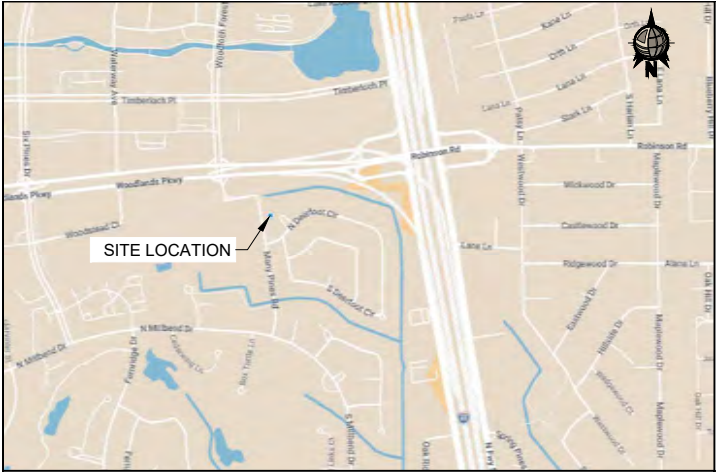
THENCE SOUTH 11 DEGREES 02 MINUTES 10 SECONDS EAST, 5.00 FEET ALONG SAID EASTERLY PROPERTY LINE OF RESTRICTED RESERVE "J", BLOCK 1, COMMON WITH THE WESTERLY PROPERTY LINE OF SAID LOT 2, BLOCK 1 CONVEYED TO SHKELQIM MUSKAJ AND WIFE, QAZIME MUSKAJ AS RECORDED IN FILE NUMBER FN 2013022049 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 78 DEGREES 57 MINUTES 50 SECONDS WEST, 35.00 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE WESTERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "J", BLOCK 1, COMMON WITH THE EASTERLY RIGHT-OF-WAY LINE OF MANY PINES DRIVE;

THENCE NORTH 11 DEGREES 02 MINUTES 10 SECONDS WEST, 10.00 FEET ALLONG THE COMMON LINE TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 78 DEGREES 57 MINUTES 50 SECONDS EAST, 35.00 FEET TO THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID EASTERLY PROPERTY LINE OF RESTRICTED RESERVE "J", BLOCK 1 COMMON WITH THE WESTERLY PROPERTY LINE OF SAID LOT 3, BLOCK 1 CONVEYED TO QAZIME MUSKAJ AND SHKELQIM MUSKAJ AS RECORDED IN FILE NUMBER 2025039406 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY;

THENCE SOUTH 11 DEGREES 02 MINUTES 10 SECONDS EAST, 5.00 FEET ALONG THE COMMON LINE TO THE POINT OF BEGINNING, CONTAINING 0.0080 ACRES (350.00 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

SURVEY NOTES:

1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/06/2026).
5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0540H, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

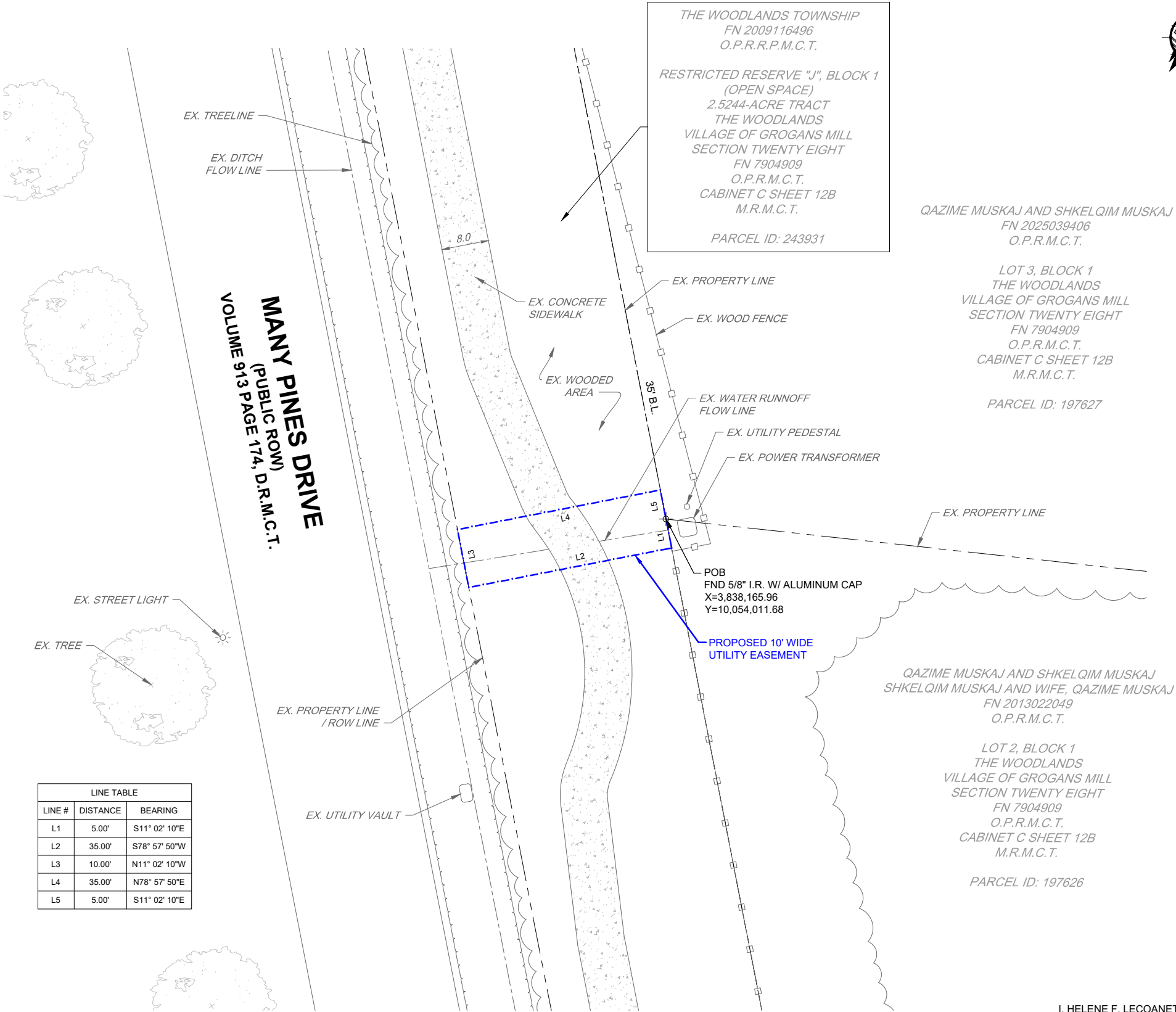
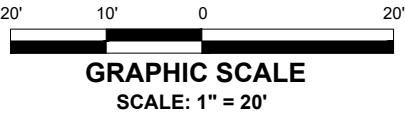
A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
D.R.M.C.T.	DEED RECORDS OF MONTGOMERY COUNTY, TEXAS
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
SJRA	SAN JACINTO RIVER AUTHORITY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	5.00'	S11° 02' 10"E
L2	35.00'	S78° 57' 50"W
L3	10.00'	N11° 02' 10"W
L4	35.00'	N78° 57' 50"E
L5	5.00'	S11° 02' 10"E

SITE INFORMATION	
LATITUDE	30.15525281°
LONGITUDE	-95.45417178°
ELEVATION	140.8' A.M.S.L.



I, HELENE F. LECOANET, DO HEREBY CERTIFY TO VERIZON THAT THIS SURVEY WAS MADE ON THE GROUND BY ME, OR UNDER MY DIRECT SUPERVISION, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA

WLPKWY_SC2

MARY PINES ROAD

THE WOODLANDS, TX 77380

MDG ID: 5000920879



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: MAV

CHECKED BY: HL

DATE: 7/22/2026

PAGE 3 OF 3

SURVEY NOT VALID WITHOUT ALL SHEETS

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from to their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as "Grantor"), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Grantee").

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE DICKINSON GARRETT SURVEY, ABSTRACT NO. 226, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the "Work") such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the "Facilities"), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20____, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0154 ACRES (669.94 SQUARE FEET) OF LAND LOCATED IN THE DICKINSON GARRETT SURVEY, ABSTRACT NO. 226, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0154-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND IRON NAIL BEING THE WESTERLY CORNER OF LOT 22, BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,800,174.00 (E), Y=10,069,860.41 (N);

THENCE SOUTH 76 DEGREES 49 MINUTES 16 SECONDS EAST, 80.52 FEET TO THE POINT OF BEGINNING AND WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY PROPERTY LINE OF LOT 22 AND 23, BLOCK 1, COMMON WITH THE WESTERLY PROPERTY LINE OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,800,252.40 (E), Y=10,069,842.05 (N);

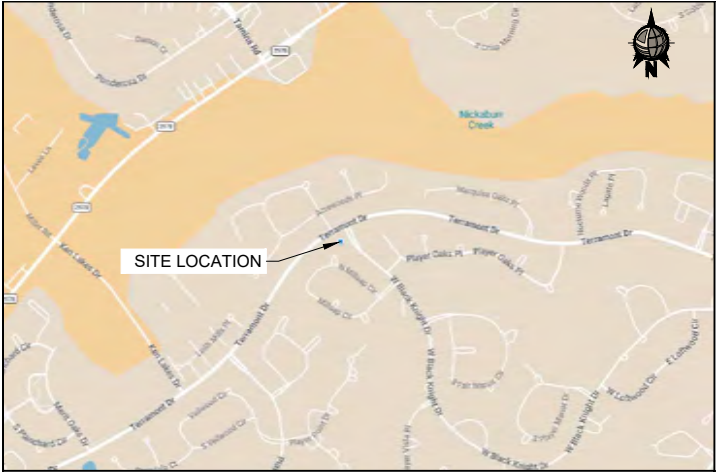
THENCE NORTH 60 DEGREES 31 MINUTES 13 SECONDS EAST, 72.43 FEET TO THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY PROPERTY LINE OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, COMMON WITH THE WESTERLY PROPERTY LINE OF BLACK NIGHT DRIVE;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 50 MINUTES 56 SECONDS, TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 675.00

FEET, AN ARC LENGTH OF 10.00 FEET AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 28 MINUTES 47 SECONDS EAST, 10.00 FEET;

THENCE SOUTH 60 DEGREES 31 MINUTES 13 SECONDS WEST, 61.58 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY PROPERTY LINE OF LOT 22 AND 23, BLOCK 1, COMMON WITH THE WESTERLY PROPERTY LINE OF RESTRICTED RESERVE "A", BLOCK 1 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF STERLING RIDGE SECTION 67 CABINET Z SHEET 115 AS RECORDED IN FILE NUMBER 2005123519 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS;

THENCE NORTH 76 DEGREES 49 MINUTES 16 SECONDS WEST, 14.76 FEET ALONG THE COMMON LINE TO THE POINT OF BEGINNING, CONTAINING 0.0154 ACRES (669.94 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

SURVEY NOTES:

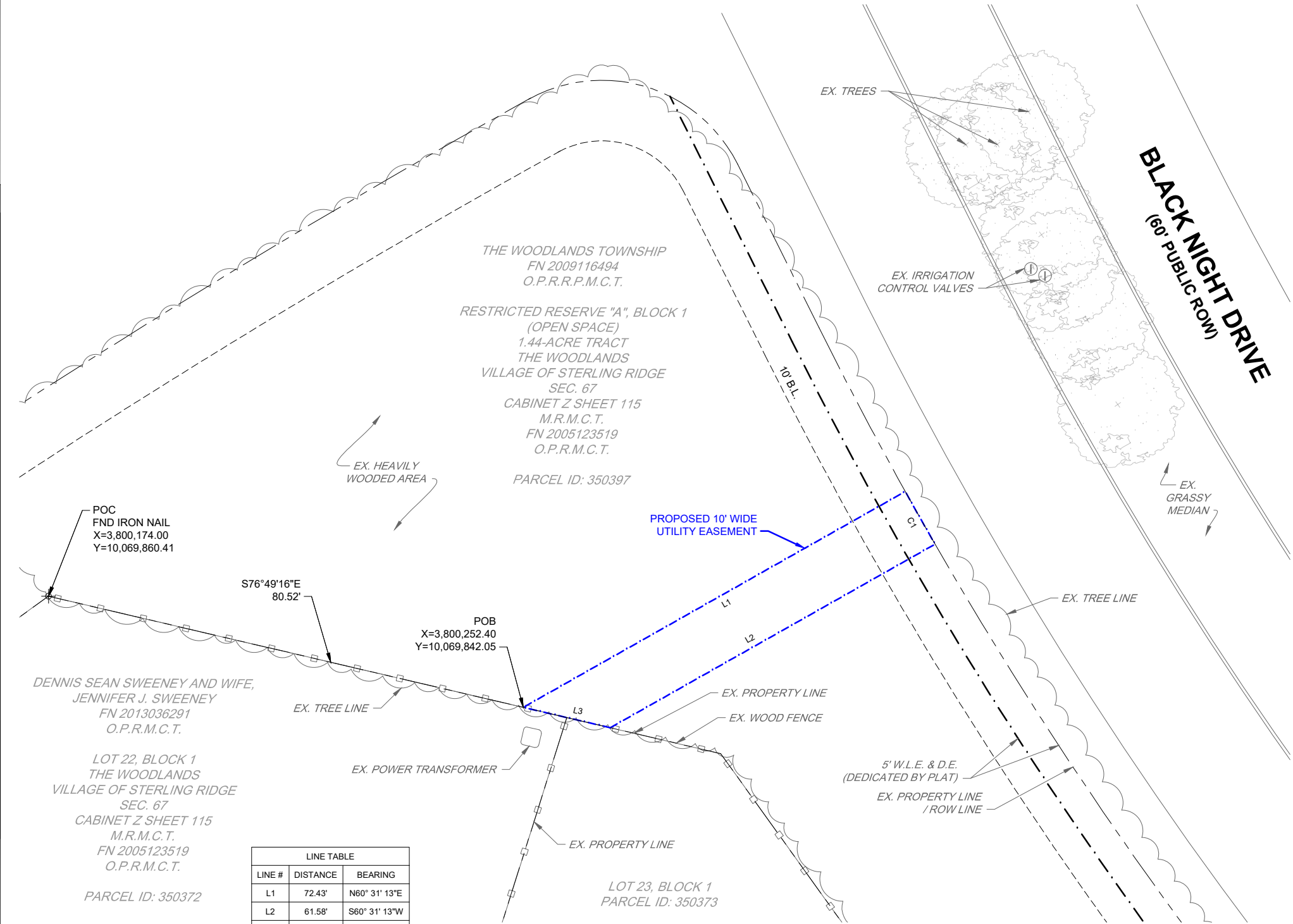
1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/07/2026).
5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0505G, EFFECTIVE ON 08/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
SJRA	SAN JACINTO RIVER AUTHORITY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

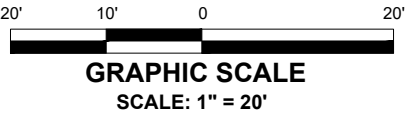
	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE



LINE TABLE				
LINE #	DISTANCE	BEARING		
L1	72.43'	N60° 31' 13"E		
L2	61.58'	S60° 31' 13"W		
L3	14.76'	N76° 49' 16"W		

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	10.00'	675.00'	00° 50' 58"	S29° 28' 47"E	10.00'

SITE INFORMATION	
LATITUDE	30.203230°
LONGITUDE	-95.571971°
ELEVATION	191.7' A.M.S.L.



I, HELENE F. LECOANET, DO HEREBY CERTIFY TO VERIZON THAT THIS SURVEY WAS MADE ON THE GROUND BY ME, OR UNDER MY DIRECT SUPERVISION, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



SURVEY PREPARED FOR:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA
WOODLANDS_PKWY_WEST_SC3
BLACK NIGHT DRIVE
SPRING, TX 77382
MDG ID: 5000920895



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: MAV

CHECKED BY: HL

DATE: 7/23/2026

PAGE 3 OF 3

SURVEY NOT VALID WITHOUT ALL SHEETS

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from to their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer

THE WOODLANDS TOWNSHIP

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THIS NONEXCLUSIVE UTILITY EASEMENT AGREEMENT (the “Agreement”) is entered into by the undersigned, **THE WOODLANDS TOWNSHIP**, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended (hereinafter referred to as “Grantor”), and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless** whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “Grantee”).

Wherein Grantor, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent non-exclusive easement (hereinafter referred to as the "Easement") as described and shown in Exhibit "A", said exhibit attached hereto and incorporated herein, for the purposes hereinafter set forth, upon, across, over, above, under and within a **ten foot (10') wide** area across a tract of land located in **Montgomery County**, Texas, (hereinafter called "the Property"), and described as follows, to wit:

LOCATED IN THE JOHN TAYLOR SURVEY, ABSTRACT NO. 547, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "D", BLOCK 3 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION TWENTY FOUR RECORDED IN CABINET E, SHEET 144-B OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS

This Agreement does not constitute a conveyance of the Property, nor any other rights therein other than expressly provided herein and does not include any of the minerals therein and thereunder, nor subterranean waters therein or thereunder, nor the aerial rights, unless otherwise specifically stated, but grants only the Easement subject to the following:

1. This Easement is granted for the purpose of permitting Grantee to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove (collectively, the “Work”) such of their underground lines, pipes, circuits and conduits for, but not limited to, the transmission and distribution of electric power, communication, data, video signals, information services, gas, sewer, water and any associated equipment stations, transformers, switches vaults, cabinets, power pedestals, and such appurtenances thereto (collectively, the “Facilities”), and not for any other unrelated use or purpose whatsoever, as Grantee may from time to time reasonably require within the Easement and subject to the terms of this Agreement and the Exhibits hereto.
2. Prior to commencement of any Work, Grantee shall on each occasion:
 - a. Stake the boundary of the area to be used as the Easement and no activities, including equipment storage, shall occur outside of these boundaries;
 - b. Coordinate its Work in the Easement with any other existing users and easement holders in or near the Easement;

- c. Investigate and locate any underground utilities as necessary for subsurface Work, including, but not limited to augmenting locates with Woodlands Water Agency, San Jacinto River Authority, 811 and any other third-party locating services, and potholing to determine depth of marked utility lines;
 - d. Provide two (2) weeks' prior written notice by posted letter, or door hangers, affixed on front doors or porches of adjacent homeowners and anticipated affected parties (if applicable), excepting events of emergency work and repairs, which notice shall be provided promptly to the Grantor by telephone at 281-210-3800 and requesting Infrastructure Services, or email infrastructure@thewoodlandstowship-tx.gov; and
 - e. Provide Grantor with appropriate contact information, including telephone numbers and email addresses necessary to facilitate inquiry about specifics concerning the Work and Facilities.
3. All Facilities installed by Grantee, above grade as part of any Work, shall be specifically approved prior to commencement of the Work by the Grantor and associated committees, as appropriate and as applicable, and as detailed herein and consist of materials and colors that are in harmony with the natural, forested environment of The Woodlands. Muted earth tones in brown, gray or green ranges are acceptable. Any and all Facilities to be constructed within The Woodlands must be in compliance with The Woodlands Community Association covenants, The Woodlands Association covenants, The Woodlands Commercial Owners Association covenants, The Woodlands Residential Development Standards, and/or The Woodlands Commercial Planning and Design Standards (collectively "The Woodlands Covenants and Standards"), as appropriate and as applicable. Grantee shall, at the request of Grantor, take reasonable steps necessary to ensure compliance with The Woodlands Covenants and Standards. Any above grade Facilities where Grantee cannot reasonably adhere to the style or color pursuant to the terms of this Section, in conjunction with The Woodlands Covenants and Standards, shall be first reviewed and approved by Grantor and required committees under The Woodlands Covenants and Standards, as applicable, in writing, prior to installation. Any Facilities installed that do not conform to these standards or have prior written approval, as set out herein, shall be amended for compliance, at Grantee's expense.
4. If a pedestrian pathway is contained within the Easement, as identified by Grantor prior to the Work, Grantee shall take all reasonable precautions to avoid conflicts with pedestrian traffic and shall, prior to commencement of the Work, in coordination with Grantor, install appropriate barriers and enact all safety precautions as prescribed by Grantor. Any pathways located within a one-mile radius of a school shall require that Grantee does not perform any Work, during the one hour prior and one hour after active school zones on in-session school days, to ensure minimal disruption of increased foot and bicycle traffic.
5. During the performance of the Work, Grantor acknowledges that the Easement may contain areas required by Grantee to temporarily store, drive and/or laydown equipment and related work materials of Grantee (the "Temporary Workspace Area"). Grantee acknowledges that the Temporary Workspace Area shall:
- a. be within the bounds of the Easement as depicted in Exhibit "A" hereto (unless additional space for the Temporary Workspace is required, requested, and expressly granted in writing by the Grantor with specific detail as to area such approval subject to denial as determined in the Grantor's sole and absolute discretion);
 - b. be cleared weekly of resultant organic and inorganic waste and debris; and
 - c. permanently expire upon completion of the Work.

In any event the use of the Temporary Workspace shall not exceed eighteen (18) months from the Execution date hereof. Upon expiration of use of the Temporary Workspace Area, Grantee shall promptly comply with the terms set out in Exhibit "B". Notwithstanding anything to the contrary, the Easement herein shall terminate, and complete abandonment of the Easement shall occur, if Grantee fails to commence and complete the Work within the Easement within twelve (12) consecutive months of the Execution date hereof. Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, for remedying such delays or abandonment as expeditiously and reasonably as possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees that in the event of termination of this Easement, they shall, within one hundred twenty (120) days, remove any and all Facilities placed in the Easement and restore Grantor's lands pursuant to the terms as more specifically set out in Exhibit "B" and execute any form of termination presented to them by the Grantor in order to document the termination of the Easement.

6. Following completion of the Work and installation of the Facilities, Grantee shall promptly:
 - a. Define the location of the Facilities within the Easement by marking the underground lines, circuits, and conduits with paint or flags and notify Grantor upon completion of same, to augment locates as may be required pursuant to Exhibit B;
 - b. Remove all accumulated organic and inorganic waste and debris, and repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition. Such restoration and repairs shall be subject to Grantor's Easement Restoration and Repair Standards (as more clearly defined and attached as Exhibit "B" hereto); and
 - c. Register the executed Agreement with the appropriate County and provide a copy of the documents and proof of registration to Grantor as soon as reasonably practicable, but in any event, no later than sixty (60) days after the date of this Agreement. If Grantee shall fail to register the executed Agreement within the time granted herein, Grantor shall register the Easement and Grantee shall reimburse the associated registration costs to Grantor promptly upon receipt of the registration documents.
7. The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement. Grantee shall comply with all applicable codes, laws, rules, regulations, or ordinances relating to the Work and the Easement, including but not limited to, the National Electric Safety Code (NESC), as amended from time to time.
8. NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.
9. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee hereby agrees to save and hold harmless Grantor from and against all claims, demands, or causes of action

of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions

of Grantee, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

10. During the entire term of this Agreement, Grantee shall keep in force at Grantee's sole cost and expense, commercial general liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage and Two Million (\$2,000,000.00) general aggregate covering claims or incidents resulting from or arising out of Grantee's operations on the Easement and the use thereof. Each policy must be issued by an insurance company licensed, authorized, or permitted to do business in Texas with an AM Best's Financial Strength Rating of at least A- and a Financial Size Category of at least VIII. Grantor shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability policy. Grantee shall deliver to Grantor within ten (10) days prior to Grantee's entry onto the Easement duly executed certificates of insurance evidencing in-force coverage, stating that Grantor is an additional insured thereunder. Upon receipt of notice from its insurer(s), Grantee will provide Grantor with thirty (30) days' written notice prior to termination or cancellation. Further, Grantee shall deliver to Grantor renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.
11. Nothing in this Agreement shall permit any claim, lien, or other encumbrance arising from any work Grantee performs or causes to be performed on the Easement under the terms of this Agreement including, without limitation, maintenance and repair of the Facilities or the Easement to accrue against or attach to the interest of Grantor in the Easement or Property. In the event that Grantee shall not, within ten (10) days following notification to Grantee of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Grantor, Grantor shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All actual and reasonable amounts, including but not limited to attorney's fees, paid or incurred by Grantor in connection therewith shall be paid by Grantee to Grantor on demand. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Facilities, the Easement, In the event Grantee ceases to utilize the Easement or Facilities and does not resume said use within ninety (90) days after receiving notice from Grantor, this Easement shall automatically terminate in its entirety and Grantor may record evidence of same in the real property records of **Montgomery County**, Texas.
12. Any notice to be provided under this Agreement shall be sufficiently served if deposited in The United States Mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed to:

Grantor

Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

Grantee

GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless 180
Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

13. The parties agree that from the date of Execution of this Agreement, any costs, expenses, charges, fees, or contributions referred to in this Agreement and the Exhibits as a fixed amount, are subject to annual increases, pursuant to the actual percentage increase in the Consumer Price Index, Urban Consumers, All Cities Averaged 1982-84 Equals 100, as published by the U.S. Department of Labor or any successor index.
14. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the parties concerning this Agreement or the easements created hereby, then in that event, venue for such dispute shall be exclusively in Montgomery County, Texas, Texas law shall apply (irrespective of any conflict of law principals), and the prevailing party in such action or dispute, by final non-appealable judgment, shall be entitled to have and recover of and from the non-prevailing party all costs and expenses of suit, including reasonable attorney's fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
15. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
16. All Exhibits referred to in this Agreement, and attached hereto, are incorporated in this Agreement by such reference and shall be deemed to be incorporated herein. Any conflicts between the terms of an Exhibit and the terms of the Agreement, the terms of the Agreement shall prevail.
17. Grantor does hereby bind itself, and its heirs and assigns that the provisions contained herein shall run with the Easement and that the Easement shall inure to the benefit of Grantee, and its successors and assigns. Grantee shall promptly notify Grantor in writing, pursuant to Section 12 hereof, of any assignment of rights.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED AND EXECUTED, effective as of this ____ day of _____, 20 __, (“Effective Date”).

GTE Mobilnet of South Texas Limited Partnership

d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20 __, by
_____, _____ of **Cellco Partnership,**
general partner of GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

THE WOODLANDS TOWNSHIP

By: _____

Name: Monique Sharp

Title: President/Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §
 §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by Monique Sharp, President/Chief Executive Officer of **THE WOODLANDS TOWNSHIP**.

NOTARY PUBLIC IN AND FOR
SAID COUNTY

AFTER RECORDING
PLEASE RETURN TO:
Chief Operating Officer
The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, TX 77381

EXHIBIT "A"

PROPOSED 10' WIDE UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 10' WIDE UTILITY EASEMENT CONTAINING 0.0057 ACRES (250.01 SQUARE FEET) OF LAND LOCATED IN THE JOHN TAYLOR SURVEY, ABSTRACT NO. 547, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF AND PART OF RESTRICTED RESERVE "D", BLOCK 3 AS SHOWN ON THE PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION TWENTY FOUR RECORDED IN CABINET E, SHEET 144-B OF THE PLAT RECORDS OF MONTGOMERY COUNTY, TEXAS, SAID 0.0057-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT FOUND 5/8-INCH IRON ROD WITH AN ALUMINUM CAP BEING A WESTERLY CORNER OF LOT 7, BLOCK 3 AS SHOWN ON SAID PLAT OF THE WOODLANDS VILLAGE OF PANTHER CREEK SECTION TWENTY FOUR, LYING THE EASTERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "D", BLOCK 3, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,827,447.28 (E), Y=10,054,844.38 (N);

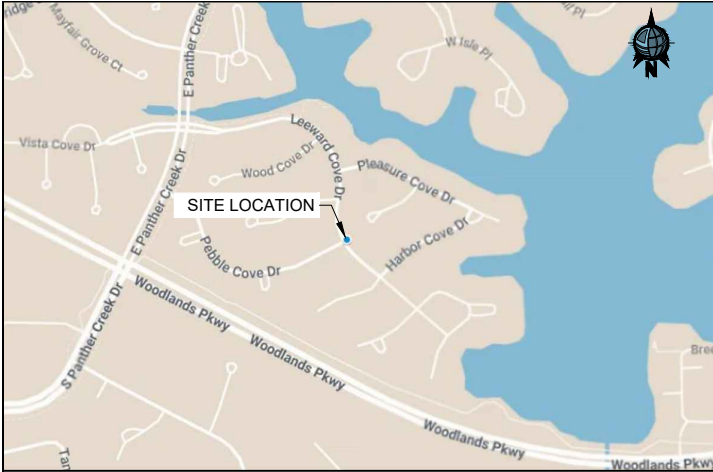
THENCE SOUTH 16 DEGREES 35 MINUTES 24 SECONDS EAST TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID EASTERLY PROPERTY LINE OF RESTRICTED RESERVE "D", BLOCK 3 COMMON WITH THE WESTERLY PROPERTY LINE OF LOT 8, BLOCK 3 CONVEYED TO LARAM HOLDINGS, LLC AS RECORDED IN FILE NUMBER 2015054945 AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS, AND HAVING A STATE PLANE COORDINATE VALUE OF X=3,827,515.57 (E), Y=10,054,615.18 (N);

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 56 MINUTES 32 SECONDS TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 295.00 FEET, AN ARC LENGTH OF 10.00 FEET, AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 37 DEGREES 48 MINUTES 11 SECONDS EAST, 10.00 FEET;

THENCE SOUTH 52 DEGREES 11 MINUTES 49 SECONDS WEST, 25.00 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE EASTERLY RIGHT-OF-WAY LINE OF LEEWARD COVE DRIVE COMMON WITH THE WESTERLY PROPERTY LINE OF SAID RESTRICTED RESERVE "D", BLOCK 3;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AND SAID COMMON LINE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 47 MINUTES 26 SECONDS TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVE HAVING A RADIUS OF 320.00 FEET, AN ARC LENGTH OF 10.00 FEET, AND A LONG CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 48 MINUTES 11 SECONDS WEST, 10.00 FEET;

THENCE NORTH 52 DEGREES 11 MINUTES 49 SECONDS EAST, 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0057 ACRES (250.01 SQUARE FEET) OF LAND.



VICINITY MAP (N.T.S.)

SURVEY NOTES:

1. THE SPECIFIC PURPOSE OF THIS SURVEY WAS TO DETERMINE THE LOCATION OF THE LIMITS OF THE RIGHT OF WAY IN RELATION TO THE BACK OF CURB OR SOME STATIC POINTS THAT COULD BE IDENTIFIED IN THE FIELD. THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL EASEMENTS, CONVEYANCES, RESTRICTIONS, OR RIGHTS OF WAY NOT SHOWN. NO TITLE ABSTRACT EXAMINATION IS IMPLIED.
2. THE SURVEYED INFORMATION DEPICTED HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
4. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 07/30/2026).
5. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
7. ANY UNDERGROUND UTILITIES SHOWN ARE BOTH BASED ON A PUBLIC RECORDS SEARCH FOR INFORMATION AND ON ABOVE GROUND FIELD OBSERVATIONS. SURVEYOR DOES NOT GUARANTEE UTILITIES SHOWN ON THE SURVEY ARE IN EXACT POSITIONS. CONTRACTOR MUST ALWAYS CALL 811 PRIOR TO DIGGING.
8. AT THE TIME OF THE SURVEY, THE PROPOSED POLE LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48339C0540H, EFFECTIVE ON 02/18/2014 (MONTGOMERY COUNTY, TEXAS).

ABBREVIATIONS

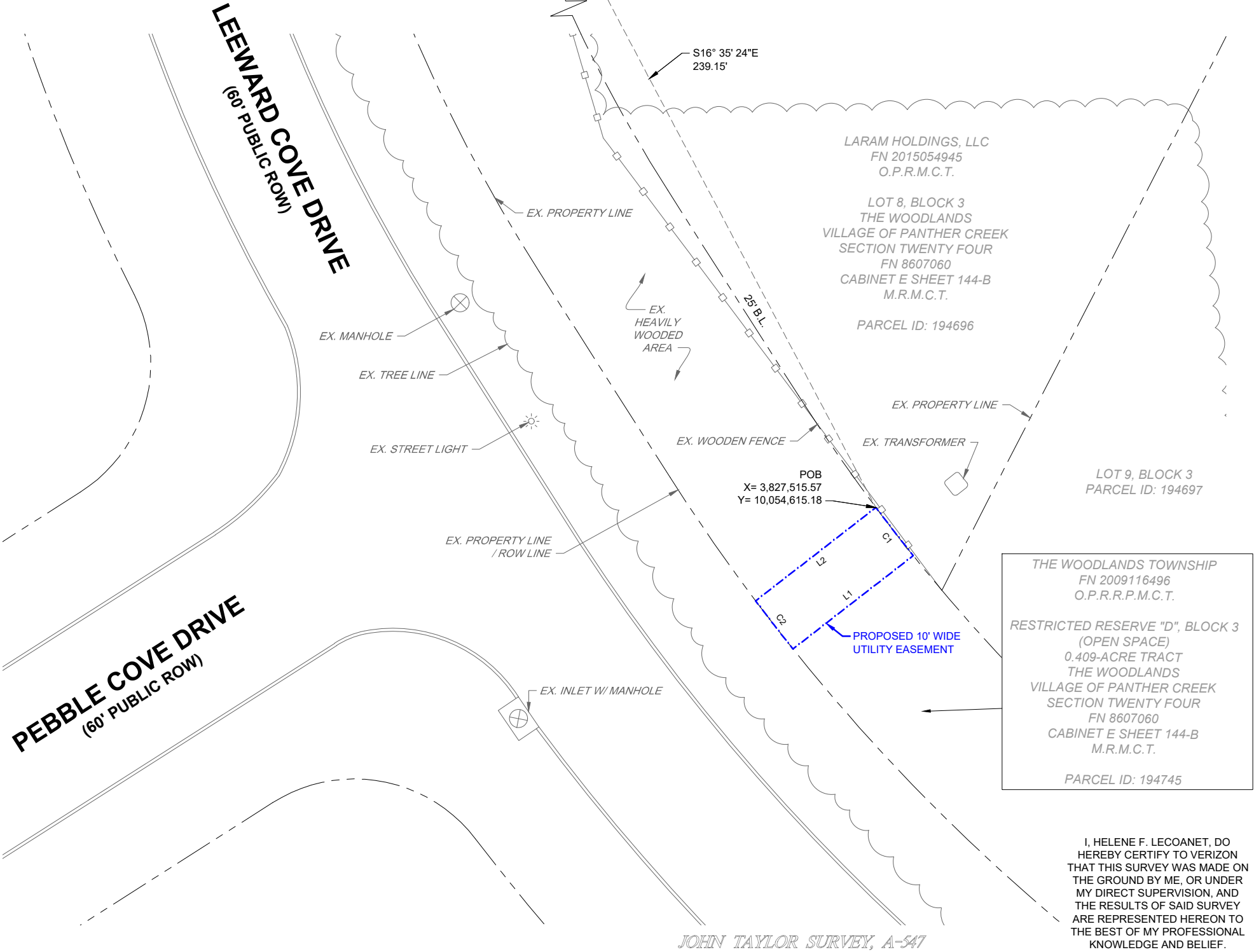
A.M.S.L.	AVERAGE MEAN SEA LEVEL
A.E.	ACCESS EASEMENT
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAIN LINK
D.E.	DRAINAGE EASEMENT
EX.	EXISTING
FN	FILE NUMBER
FND	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
M.R.M.C.T.	MAP RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS
O.P.R.R.P.M.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF MONTGOMERY COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
OH	OVERHEAD
ROW	RIGHT-OF-WAY
SJRA	SAN JACINTO RIVER AUTHORITY
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TBM	TEMPORARY BENCHMARK
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

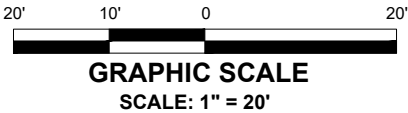
	PROPOSED EASEMENT		EX. EASEMENT
	EX. C.L. FENCE		EX. PROPERTY LINE
	EX. B.W. FENCE		EX. OH POWER LINES
	EX. WOOD FENCE		EX. UTILITY POLE
	EX. HIGH BANK		EX. TELCO PEDESTAL
	EX. WIRE FENCE		EX. MANHOLE

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	25.00'	S52° 11' 49"W
L2	25.00'	N52° 11' 49"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	10.00'	295.00'	01° 56' 32"	S37° 48' 11"E	10.00'
C2	10.00'	320.00'	01° 47' 26"	N37° 48' 11"W	10.00'



FAA 1A INFORMATION	
LATITUDE	30.158236°
LONGITUDE	-95.488008°
ELEVATION	TBD A.M.S.L.



SURVEY PREPARED FOR:

verizon
14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

SURVEY PREPARED BY:



3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX. 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION

VERIZON WIRELESS - TEXAS AREA

COVE_SC1

LEEWARD COVE DRIVE
THE WOODLANDS, TX 77381
MDG ID: 5000920892



HELENE F. LECOANET, RPLS
TEXAS REGISTRATION NO. 6567

DRAWN BY: GJN

CHECKED BY: HL

DATE: 8/6/2026

PAGE 3 OF 3

SURVEY NOT VALID
WITHOUT ALL SHEETS

I, HELENE F. LECOANET, DO
HEREBY CERTIFY TO VERIZON
THAT THIS SURVEY WAS MADE ON
THE GROUND BY ME, OR UNDER
MY DIRECT SUPERVISION, AND
THE RESULTS OF SAID SURVEY
ARE REPRESENTED HEREON TO
THE BEST OF MY PROFESSIONAL
KNOWLEDGE AND BELIEF.

Exhibit “B”

Easement Restoration and Repair Standards

WHEREAS the parties have entered into that certain Agreement, dated _____, and which this Exhibit “B” attaches to and forms a part of;

WHEREAS Grantee has agreed to return the Property to the same or better condition as existed prior to the granting of the Easement and performance of the Work;

Pursuant to the terms and conditions of the Agreement and the terms and conditions of this Exhibit “B” the parties hereto agree:

1. The Property shall be inspected and photographed by Grantor prior to the granting of the Easement. If advance notice is not provided from Grantee to Grantor prior to commencement of Work being performed in the Easement, damage and repairs shall be assessed by Grantor based on equivalent, intact, reserve areas adjacent to the Easement.

2. Grantee shall remove all accumulated organic and inorganic waste and debris caused by construction on a weekly basis. Upon completion of the Work, repair all damage to any paving, parking, utility and/or landscaping improvements within the Easement caused by its agents, employees, contractors, or representatives and return the Easement to its original or better condition.

3. Any final removal of organic and inorganic waste and debris, and any outstanding repair work associated with performing the Work, shall be completed by Grantee the earlier of (a) sixty (60) days following completion of the Work within the Easement; or (b) eight (8) months following the start of Work.

4. Any areas of the Easement that have not been returned to same or better condition as that which existed prior to the Work, pursuant to the terms of the Agreement and the terms of this Exhibit “B”, shall be repaired and restored by Grantor. Such restorative work shall be at the sole cost of Grantee and based on the following:

(a) Property will be assessed and priced, for organic and inorganic waste and debris removal, repair and restoration of any paving, parking, utility and/or landscaping improvement, which may include, but is not limited to, the following;

- (i) Easement reforestation and ground restoration, the cost of which will be actual damages, to be calculated based on the prevailing fair market rate for such goods and services in the local geographic area. If the Parties cannot agree on the amount of actual damages, such shall be submitted to an independent arbiter for determination. Restorative actions shall include:
 - i. Preparation of site, including organic and inorganic trash and debris removal;
 - ii. Sourcing various native tree and shrub species; iii. Installation of trees and shrubs, including pine straw mulch; and
- (ii) Irrigation repair, which cost will be calculated based on time and materials as may be assessed to Grantor from to their industry contracted service provider, and include:
 - i. Preparation of site, including flagging site and trenching;
 - ii. Sourcing various materials and tools, PVC, backflow preventer, fittings, above ground connections and controllers; and iii. Connecting and confirming operation and function.

- (iii) Paving and/or parking repair, which cost will be calculated based on actual amount of cement, asphalt and/or concrete utilized in repair, at the rates assessed to Grantor from their industry contracted service provider.

5. Upon Grantee's receipt of an invoice of costs associated with Grantor's repair and restoration of the Property, pursuant to Section 4 of this Exhibit "B", Grantee shall promptly reimburse Grantor for the repair work performed by Grantor, and in any event no less than sixty (60) days after such receipt. Documentation supporting the cost of the repairs will be provided by Grantor upon request of Grantee.

6. Any conflicts between the terms of this Exhibit "B" and the Agreement, the terms of the Agreement shall prevail.

The undersigned acknowledge and accept the terms set out in this Exhibit "B", which Execution date shall be the same as the Agreement.

**GTE Mobilnet of South Texas Limited Partnership d/b/a
Verizon Wireless**

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

THE WOODLANDS TOWNSHIP

By: _____
Name: Monique Sharp
Title: President/Chief Executive Officer



THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

Receive, consider and act upon Mounted Patrol services;

FISCAL IMPACT:

The Township included funding for mounted patrol services in the 2027 Budget. One-time costs are proposed at \$954,876 and recurring costs are proposed at \$1,371,354, bringing the first year cost to a total of \$2,326,230.

BACKGROUND:

The Woodlands Township and Montgomery County Sheriff's Office (MCSO) have discussed implementation of a law enforcement mounted patrol unit. If implemented, the unit would primarily patrol the Town Center area where the majority of restaurants, retail, visitors and businesses are located; however, the unit could be deployed in other areas of the Township, if needed.

The mounted unit would consist of fully commissioned law enforcement officers employed directly by MCSO under Sheriff Doolittle and function as part of the District 6 – The Woodlands Division. These highly trained officers would be selected specifically to serve in the mounted unit. Horses purchased for this service would be specifically trained for law enforcement mounted patrol purposes, similar to when a specialty K9 unit is acquired.

In addition to their patrol duties, the mounted patrol unit will be highly approachable to encourage positive interactions with the public and to build trust and strengthen relationships between law enforcement and the public.

Law enforcement mounted patrols will not replace the traditional law enforcement patrols. This new service will integrate into the existing supplemental law enforcement services, providing enhanced ability to immediately coordinate with additional law enforcement resources without a delay in service.

The proposal for this law enforcement service through MCSO includes one-time costs related to the purchase of horses, equipment and facility needs. It also includes the ongoing cost of salaries, supplies, recurring equipment expenses and overtime. These costs are outlined in the attached proposal.

RECOMMENDATION:

Approve the Montgomery County Sheriff's Office proposal for implementation of specialized Mounted Patrol Law Enforcement Services and authorize the President/Chief Executive Officer to negotiate and enter into a final agreement with Montgomery County to implement this service, as approved to final form by Township legal counsel.

Attachments

Montgomery County Sheriff's Office Mounted Patrol Proposal



SHERIFF

MONTGOMERY COUNTY



Mounted Patrol Proposal



The Woodlands Township Division

Captain Rhyan Droddy

Lieutenant Brady Fitzgerald/Lieutenant Federico Cano



MONTGOMERY COUNTY SHERIFF'S OFFICE

1 CRIMINAL JUSTICE DR ★ CONROE, TX 77301

SHERIFF WESLEY DOOLITTLE

INFORMATION (936)760-5800 ★ NON-EMERGENCY (936)538-5900

FY27 Proposal for the Mounted Unit for The Woodlands Township



Submitted on Behalf of
Sheriff Wesley Doolittle

Rhyan C. Drodgy

Rhyan C. Drodgy
Captain, South Patrol Command



The Montgomery County Sheriff's Office, The Woodlands Township Division is requesting funding for a Mounted Patrol Unit in The Woodlands Township.

The Montgomery County Sheriff's Office, The Woodlands Township Division requests funding to establish a premier Mounted Patrol Unit dedicated to serving The Woodlands Township, an investment in safety, visibility, and community connection that reflects the Township's high standards and commitment to public safety. This will provide up to 400 hours per week of Mounted Patrol services to The Woodlands Township.

As one of the nation's most vibrant and carefully planned communities, The Woodlands is defined by its forested landscape, 151 parks, and more than 220 miles of hike and bike trails. This unique environment, where thriving commercial centers, major event venues, and expansive natural spaces converge demands a law enforcement presence that is both highly adaptable and highly visible. A Mounted Patrol Unit delivers exactly that.

Mounted Patrol Deputies would provide an unmistakable and commanding presence that deters crime while remaining approachable and community focused. From their elevated vantage point, deputies can effectively monitor large crowds, oversee busy public spaces, and respond quickly in areas where traditional patrol vehicles cannot operate. Whether patrolling The Woodlands Mall, Market Street, Town Center, the Cynthia Woods Mitchell Pavilion, or the Township's extensive trail system, Mounted Patrol Deputies would ensure consistent, flexible coverage where it matters most.

Beyond crime prevention, Mounted Patrol Deputies play a vital role in enhancing the overall experience of residents and visitors. They support large-scale events, assist with traffic and crowd management, and provide immediate coordination with additional law enforcement resources without a delay in service. Their mobility and visibility allow for early intervention, helping to prevent minor issues from escalating into larger concerns.

Equally impactful is the connection they create with the community. Mounted Patrol Deputies are naturally inviting and highly approachable, encouraging positive interactions that build trust and strengthen relationships between law enforcement and the public. In The Woodlands, Mounted Patrols Deputies will become more than a safety measure, but a recognizable and valued part of the Township's identity.

Mounted Patrol Deputies do not replace traditional patrol, they elevate it. By adding a distinctive, highly visible, and versatile layer of protection, a Mounted Patrol Unit enhances the Sheriff's Office's ability to serve, protect, and connect with the community in a way that aligns perfectly with The Woodlands Township's reputation for excellence.



SUMMARY

Recurring Costs	
Description	Total
• Salary and Benefits	\$1,106,736.00
• Special Mounted Uniforms and Supplies	\$ 15,225.00
• Axon and Equipment Recurring Cost	\$ 18,918.00
• Fuel (in-kind)	\$ 15,000.00
• Veterinarian Care	\$ 30,625.00
• Feed and supplies	\$ 24,850.00
• Supplemental Overtime Budget for Mounted Patrol	\$ 160,000.00
Total	\$1,371,354.00
One Time Capitol Costs	
• Horses	\$140,000.00
• Building / Stalls	\$385,000.00
• 2- 1-Ton Trucks, Emergency Equipment, MDC, etc.	\$216,286.00
• Furniture	\$12,000.00
• Grooming and Feed Supplies	\$19,990.00
• Saddle/tack	\$54,000.00
• Vehicle / Trailer Costs	\$127,600.00
Total	\$954,876.00
Total Projected Cost: \$2,326,230.00	





THE WOODLANDS TOWNSHIP

The Woodlands, TX

Board of Directors Regular Meeting Agenda

Meeting Date: 09/17/2026

SUBJECT MATTER:

PUBLIC HEARING: Convene and conduct a Public Hearing related to cell tower installation on Township-owned property (C-2025-0243);

FISCAL IMPACT:

To be determined.

BACKGROUND:

The Woodlands Township seeks to address critical wireless coverage and network capacity deficiencies through the deployment of cellular tower sites within Township parkland. On April 26, 2026, the Board of Directors awarded a bid (C-2025-0243) to Diamond Communications to lease 10 Township sites for the construction of cellular towers. Initially, the Township will lease approximately 50'x50' portions of parkland at three proposed sites located in Terramont Park, Cattail Park and Rob Fleming Recreation Center for the construction of cellular towers. This public hearing demonstrates the necessity of using parkland sites as required under Texas Sec. 26.001, Parks & Wildlife Code, by establishing that no other viable properties are available to provide adequate cellular coverage to the community. The Township will hold future public hearings as other properties are leased for construction.

COVERAGE GAP ANALYSIS

Current wireless coverage across The Woodlands Township reveals substantial gaps in service. Propagation analysis of combined capacity from AT&T, Verizon and T-Mobile shows extensive areas classified as unreliable signal coverage (red and black zones) concentrated throughout the Township's geographic footprint. These unreliable coverage areas directly impact public safety communications, emergency response capabilities, and residents' cellular service quality.

The identified problem areas represent approximately 40% of Township geography with inadequate or marginal coverage, creating communication dead zones where first responders and residents cannot reliably access cellular networks.

EXISTING INFRASTRUCTURE INSUFFICIENCY

The existing wireless infrastructure within the Township is inadequate to serve current and projected demand. Current tower distribution is sparse and insufficient to close identified coverage gaps. The limited geographic placement of existing carrier assets in developed areas fails to address coverage deficiencies in key residential, commercial and critical infrastructure zones.

Engineering assessment demonstrates that existing tower locations, despite serving some areas, lack the geographic distribution necessary to deliver reliable coverage and capacity to the entire Township. The propagation characteristics and topography of the service area require additional strategically placed sites to achieve acceptable signal strength and capacity.

SITE SELECTION:

A propagation study identified 10 optimal locations for cellular tower deployment based on:

- Coverage gap proximity and signal propagation modeling
- Elevation and topographic optimization for RF propagation
- Geographic distribution to serve identified problem areas
- Feasibility for three-carrier infrastructure deployment

The 10 sign locations are as following:

- Windvale Park
- Fire Department Emergency Training Center
- Terramont Park
- Alden Bridge Sports Fields
- Lakeside Park
- Cattail Park
- Bear Branch Park
- Shadowbend Park
- Tamarac Park
- Rob Fleming Park Recreation Center

NO VIABLE ALTERNATIVE SITES AVAILABLE

Pursuant to Texas Sec. 26.001, Parks & Wildlife Code requirements for parkland cellular tower development, this public hearing establishes that no other suitable properties are available to achieve the acceptable coverage.

The following factors support this determination:

- Private Property Availability: Assessment of available private properties within the identified coverage gap areas reveals insufficient options with appropriate elevation, lot size, Covenants, and land rights for cellular tower installation. Most private parcels within critical coverage areas are residentially zoned, deed-restricted, or have land use rights that are unwilling to permit tower development.
- Geographic Constraints: The Township's topography and existing development patterns restrict tower placement options. Effective RF propagation to serve identified gaps requires sites located at specific elevations and distances from served areas. Non-parkland properties lack the required geographic positioning.
- RF Propagation Requirements: Modeling demonstrates that existing locations and commercially available non-parkland sites cannot provide adequate coverage to identified dead zones. The proposed monopine heights (120 feet) at parkland locations are optimized to overcome topographic and distance constraints while alternative sites would require prohibitive heights or generate unacceptable aesthetic and land use impacts.
- Network Capacity: Beyond coverage expansion, three-carrier participation at proposed sites addresses critical network capacity deficiencies. Alternative site configurations would require additional towers or higher structures, multiplying impacts without improving feasibility.

MINIMIZE HARM

- The monopine design reduces the visual impact vs traditional lattice or monopole towers.
- Sites selected at developed park facilities, with existing park infrastructure, not pristine, undeveloped areas.
- Construction management to minimize disruption.
- Post-construction restoration of affected areas.

PROJECTED COVERAGE IMPROVEMENTS

RF propagation modeling predicts significant coverage improvement with the proposed ten-site deployment. The projected coverage map demonstrates expanded reliable signal zones (green areas), eliminating approximately 90% of currently identified unreliable coverage areas. Three-carrier combined propagation at 120-foot above ground level (AGL) provides redundancy and capacity enhancement critical for public safety and community broadband access.

PUBLIC SAFETY AND QUALITY OF LIFE BENEFITS

The proposed deployment directly supports public safety objectives by enabling reliable emergency service communications, supporting 911 services, and improving emergency responder interoperability. Enhanced capacity benefits residents through improved voice service quality, faster data services, and support for internet-of-things applications critical to community infrastructure and public health.

CONCLUSION

The Woodlands Township has demonstrated substantial coverage and capacity deficiencies requiring cellular infrastructure investment. RF engineering analysis has identified optimal deployment sites and established that parkland locations are the only viable option to achieve adequate coverage for the Township's residents and emergency services. No other properties, public or private, are available that can provide equivalent coverage at acceptable land use impact levels. Approval of the proposed site deployment will improve identified wireless deficiencies, enhance public safety, improve quality of life, and enable compliance with modern broadband expectations while meeting Texas Sec. 26.001, Parks & Wildlife Code, requirements for parkland cellular tower development.

RECOMMENDATION:

Authorize the President/Chief Executive Officer to execute the lease agreements as approved to final form by Township legal counsel.

Attachments

Coverage Maps

The Problem

The map below illustrates the combined capacity for AT&T, Verizon and T-Mobile in the Township. The red/black areas in the map represent unreliable capacity, while the yellow areas represent reliable capacity.

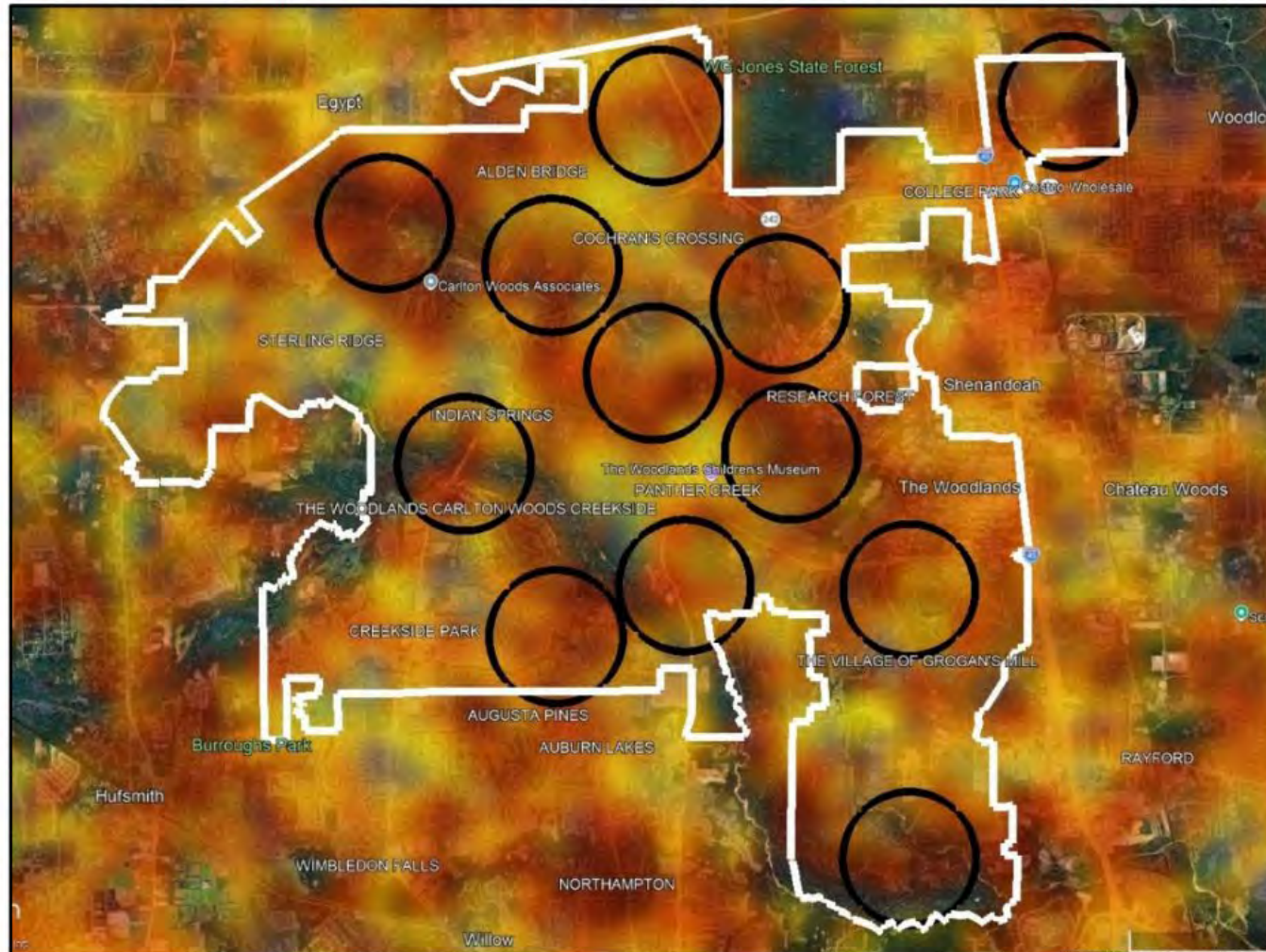


Figure 2: Composite Carrier Capacity Within The Woodlands Township

Existing Towers

The coverage and capacity gaps in the Township can be largely attributed to the lack of wireless infrastructure in those areas. The green markers in the map below show existing carrier infrastructure.

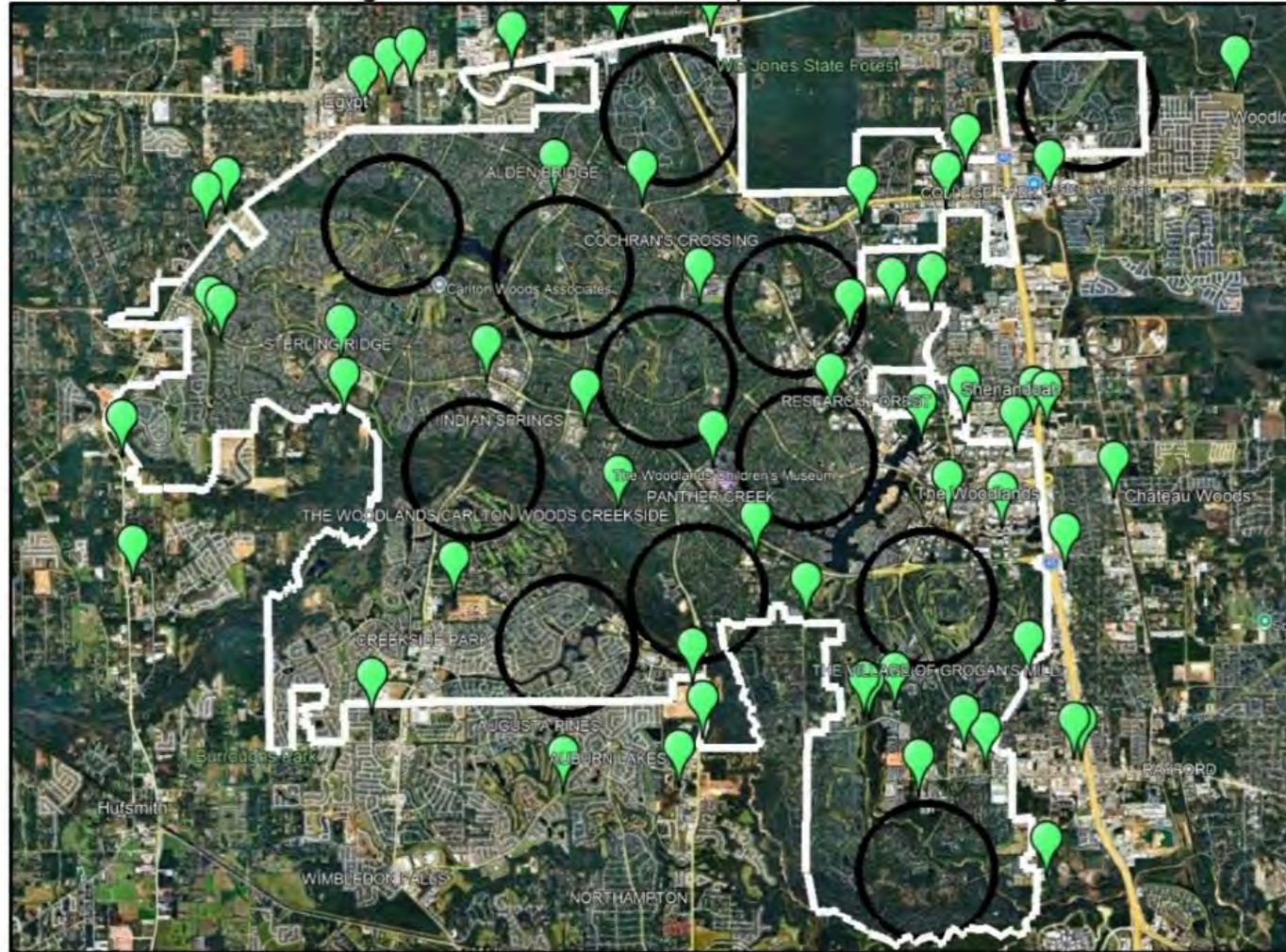


Figure 3: Existing Wireless Carrier Assets Within and Near The Woodlands Township

Proposed Sites

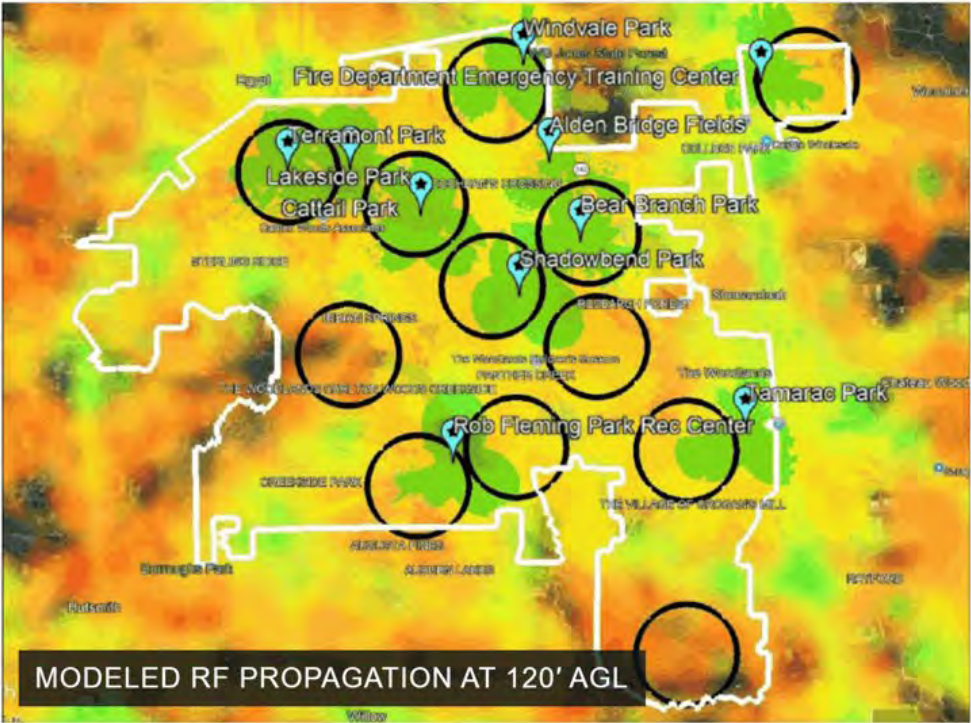
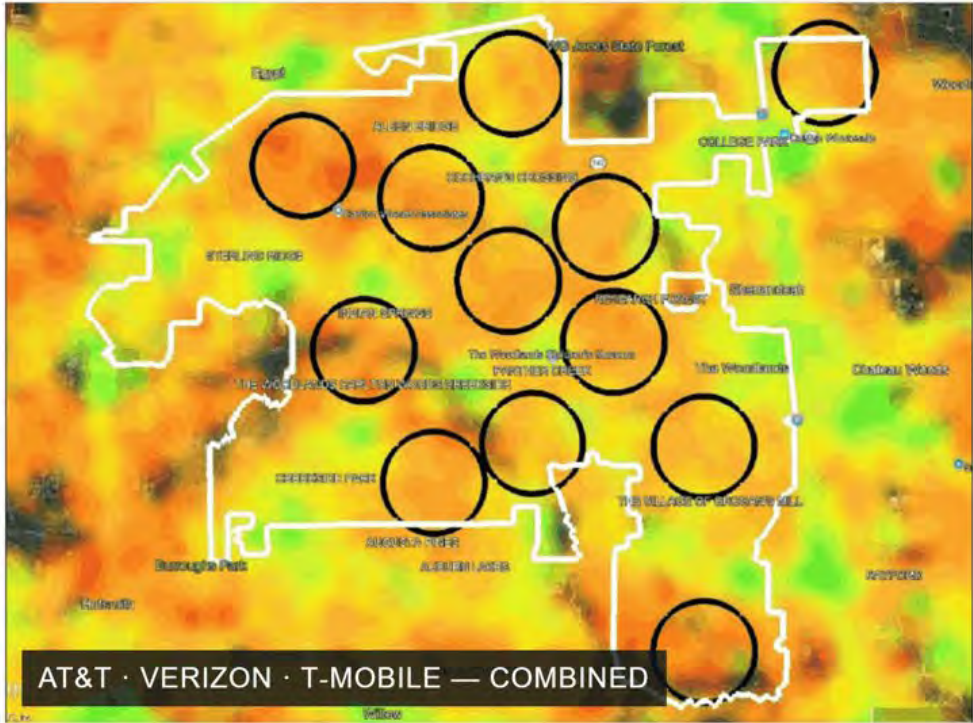
Next, the map below shows the ten proposed RFP sites and where those sites are in relation to the identified coverage and capacity gaps.



Figure 4: Ten Proposed RFP Sites

Coverage today vs. with 10 proposed monopine sites

- **BEFORE** Current composite carrier coverage
- **AFTER** Predicted coverage — 10 new 120' monopines



- Unreliable signal
- Reliable signal
- Identified problem area
- Proposed tower site

10 PROPOSED SITES 120' MONOPINE HEIGHT 3 CARRIERS COMBINED