

## SPECIAL WARRANTY GIFT DEED

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

THE STATE OF TEXAS     §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA     §

That, **FLIQ COMMON FACILITIES, LLC**, a limited liability company organized under the laws of the state of Delaware, hereinafter referred to as “**FLIQ-CF**” or “**Grantor**”, for and in consideration the benefits to be enjoyed by the citizens of the State of Texas and other valuable consideration benefitting Grantor and Grantee, the receipt and sufficiency of which is hereby acknowledged, and subject to the Restrictions as to Use, which shall run with the title to the Real Property, detailed on EXHIBIT B attached hereto, by these presents does DONATE, GRANT and CONVEY unto the **BRAZORIA COUNTY, TEXAS**, a political subdivision, whose mailing address is Brazoria County Courthouse, ATTN: County Judge, 111 E. Locust Street Ste. 102, Angleton, Texas 77515, hereinafter “**Grantee**”, the SURFACE AND SURFACE ONLY of the following described tracts of real property in Brazoria County, Texas, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF,

together with all improvements thereon, and all of the rights, titles, appurtenances, and hereditaments thereto, except as otherwise set forth herein (“**Real Property**”).

Further, this conveyance of the Real Property is made and accepted:

1. SUBJECT TO the Restrictions as to Use set forth on EXHIBIT B attached hereto and made a part hereof; and,
2. SUBJECT TO any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described Real Property, including as may be shown of record in the public records of Brazoria County, Texas; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the hereinabove described Real

Property.

Grantor and Grantee further agree that should Grantee, or its agents or other persons or entity authorized by it, violate the Restrictions as to Use specified herein, and such violation or violations are not cured within thirty (30) days after written notice is issued by Grantor to Grantee, the Grantor shall have the right to re-enter the Real Property, and upon the filing, by Grantor, of an affidavit detailing (i) the violation; (ii) Grantor's notice to Grantee of such violation and notice thereof; and, (iii) the fact that such violation was not cured within the thirty (30) day period for cure of such violation, the record title to the Real Property shall automatically revert to the Grantor.

Grantor binds Grantor and Grantor's legal representatives, successors or assigns to WARRANT and FOREVER DEFEND all and singular the Real Property to Grantee and Grantee's legal representatives, successors or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantors, but not otherwise.

Except as set forth herein, as a material part of the consideration for this conveyance, Grantor and Grantee acknowledge and agree that Grantee is taking the Real Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Real Property has a particular financial value or is fit for a particular purpose. Grantee takes the Real Property with the express understanding and stipulation that, except for the limited warranty of title set forth in this deed, Grantors make no express or implied warranties.

**[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK—  
SIGNATURES ON PAGE FOLLOWING]**

EXECUTED to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**FLIQ COMMON FACILITIES, LLC**

by: \_\_\_\_\_  
John B. Tobola  
Its Authorized Signatory

**ACCEPTED by GRANTEE:**

**BRAZORIA COUNTY**

by: \_\_\_\_\_  
Name: \_\_\_\_\_,  
Its Authorized Signatory

### ACKNOWLEDGEMENTS

STATE OF TEXAS           §

COUNTY OF HARRIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by John B. Tobola, the Authorized Signatory on behalf of **FLIQ COMMON FACILITIES, LLC**.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the Authorized Signatory on behalf of Brazoria County.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas



## **EXHIBIT A**

(Real Property Description)

Tract 1: LOTS 22, 23, 24, 25, 27, 28, 29, 30 AND 31 IN BLOCK 20, BRYAN BEACH SUBDIVISION, SECTION 3, PER THE RECORDED MAP OR PLAT THEREOF OF RECORD IN VOLUME 9, PAGE 149 OF THE BRAZORIA COUNTY PLAT RECORDS

Tract 2: A PARCEL OF LAND SOMETIMES CALLED LOT 15, QUINTANA ISLAND, BEING A TRACT OF LAND IN THE J.G. MCNEEL SURVEY, ABSTRACT 335, BRAZORIA COUNTY, TEXAS AS MORE PARTICULARLY DESCRIBED IN THE DEED OF RECORD AT CLERK'S FILE NUMBER 2014054487 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS

## **EXHIBIT B**

(Restrictions as to Use)

1. The Real Property may not be improved with any structures or other improvements.























