

EASEMENT DEED

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

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

THAT Marion Dean White Jr. and wife, Geraldine S. White, hereinafter called “Grantors” (whether one of more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantees, have this day Sold and by these presents do Grant, Bargain, Sell and Convey,, subject to the reservation hereinafter made, unto **BRAZORIA COUNTY**, a political subdivision of the state of Texas, hereinafter called “Grantee” whose address is 111 E. Locust, Angleton, Texas 77515,, an exclusive perpetual easement for the free and uninterrupted use, and allowing the passage in, along, upon and across the following property, in Brazoria County, Texas described herein. The purposes of the easement are to construct, maintain, install, rebuild, replace, inspect, operate, and repair fixtures and improvements, including but not limited to, provide a public road and drainage along the road upon, under, over, across and along the following described property (the “Property”), to wit:

Being a 0.1786 acre (7,778 square feet) tract of land situated in the Stephen F. Austin 7-1/3 Leagues Grant, Abstract No. 20, Brazoria County, Texas, and being out of and a part of the residue of a called 41.43 acre tract and a called 0.15 acre tract both described in Deed dated July 20, 1970 conveyed from Clarence Richard Tiller to Marion Dean White, Jr. and Wife, Geraldine S. White and recorded under Volume 1065, Page 30 of the Brazoria County Deed Records (B.C.D.R.).

This grant and conveyance is made for the express purpose to construct, install, maintain, repair, relocate, replace, remove, modify and operate a public road and drainage purposes, as the GRANTEE deems necessary, and may enter upon the Easement Tracts to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. GRANTEE’s rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tracts and the right to bring and operate such equipment on the Easement Tracts as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. GRANTEE shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tracts in connection

with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the fixtures and improvements.

GRANTEE shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the Road Easement that may interfere with the normal operation or maintenance of the road and drainage. GRANTOR agrees not to build, construct, or create, or permit others to build, construct or create in the Road Easement any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs, and other landscaping) that may interfere with the normal operation or maintenance of the roadway or drainage without the prior written approval of the GRANTEE. The GRANTOR and GRANTOR'S heirs, successors, and assigns shall not unreasonably obstruct the Road Easement and shall be responsible for removing any and all items that may obstruct the Road Easement. The GRANTEE has the right to eliminate any encroachments into or obstructions of the Road Easement.

TO HAVE AND TO HOLD the above-described Road Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, and Grantor does hereby bind himself, his heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, subject to the aforementioned exceptions, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.

EXECUTED as of the 10th day of December, 2024.

GRANTORS:

Marion Dean White, Jr.
Marion Dean White, Jr.

Geraldine S. White
Geraldine S. White

Accepted this the _____ day of _____, 2024

GRANTEE:

Brazoria County, Texas

By: _____

L. M. "Matt" Sebesta, Jr.,
County Judge

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2024, by L. M. "Matt" Sebesta, Jr., County Judge, for Brazoria County, Texas.

Notary Public in and for
The State of Texas

After Recording, Return to:
Brazoria County Engineers' Office
451 N. Velasco, Ste. 230
Angleton, TX 77515