

DRAINAGE AND MAINTENANCE EASEMENT

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 BY THESE PRESENTS:
COUNTY OF BRAZORIA §**

THAT AMANDA JEAN BRAND SHELTON individually and joined herein by her husband STEVEN WADE SHELTON, hereinafter called "GRANTORS", in consideration of the premises herein do by these presents GRANT, DEDICATE, DONATE and CONVEY 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, the free and uninterrupted use, liberty and privilege of 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, rebuild, replace, inspect, operate, and repair drainage fixtures and improvements at the edge of Grantors' Property as the GRANTEE deems necessary. This easement is exclusive only to GRANTEE and not for other governmental entities.

The Drainage and Maintenance Easement is located in Brazoria County, Texas and the boundaries of said easement are set forth as follows:

A 20-foot wide drainage and maintenance easement located along the southern border of a 74.00 acre tract and a 17.15 acre tract out of the Katie Farmer 448.00 acre tract in the SM Williams League, Abstract 139, Brazoria County, Texas and being more particularly described in Administratrix's Special Warranty Deed of Distribution - Live Estate without Remainderman and Deed of Partition and Exchange recorded in the Official Records of Brazoria County, Clerk File No. 2012-008559 and having Brazoria CAD Property ID 162491; Said 20-foot wide maintenance easement being more particularly identified on the attached Exhibit "A".

GRANTEE shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the Drainage and Maintenance Easement that may interfere with the use of the Drainage and Maintenance Easement by the GRANTEE. GRANTEE will maintain drainage easement in a manner that does not impact GRANTORS pond adjacent to the easement. GRANTORS agree not to build, construct, or create, or permit others to build, construct or create in the Drainage and Maintenance 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 use of the Drainage and Maintenance Easement. The GRANTORS and GRANTORS' heirs, successors, and assigns shall not unreasonably obstruct the Drainage and Maintenance Easement and shall be responsible for removing any and all items that may obstruct the Drainage and Maintenance Easement. The GRANTEE has the right to eliminate any encroachments into or obstructions of the Drainage and Maintenance Easement upon giving

GRANTORS ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the GRANTEE presents a danger to life, health, safety, welfare, or property, in which case the GRANTEE may act without prior notice to the GRANTORS.

This grant and conveyance is made for the express purpose to maintain, rebuild, replace, inspect, operate, and repair drainage fixtures and improvements or for drainage purposes, as the GRANTEE deems necessary, and may enter upon the Drainage and Maintenance Easement 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 Drainage and Maintenance Easement and the right to bring and operate such equipment on the Drainage and Maintenance Easement 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 Drainage and Maintenance Easement in connection with the repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the fixtures and improvements for drainage purposes.

TO HAVE AND TO HOLD perpetually, the above-described Drainage and Maintenance Easement together with all and singular the rights and appurtenances thereto in in anywise belonging, including all necessary rights of ingress, egress, and regress, unto the said GRANTEE, its successors and assigns forever. GRANTORS do hereby bind themselves, their heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Drainage and Maintenance Easement and rights unto the said GRANTEE, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on February 27, ~~2025~~ 2026

GRANTORS:


AMANDA JEAN BRAND SHELTON

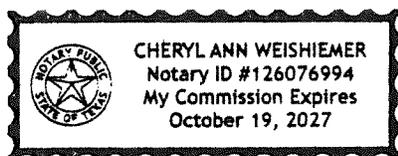

STEVEN WADE SHELTON

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared **AMANDA JEAN BRAND SHELTON and STEVEN WADE SHELTON**, known to me to be the individuals whose names are subscribed to the foregoing instrument.

Given under my hand and seal of office, this the 27 day of February, ~~2025~~ ²⁰²⁶ *CAW*



Cheryl Ann Weishiemer
Notary Public, State of Texas

(NOTARY SEAL/STAMP)

F1
DODDS FAMILY
TRUST

GAYLE LAKES RD CR 810

20' Drainage
Easement

Exhibit
A

GCA
MILLER
RANDAL GENE

D2
SHELTON AMANDA
JEAN BRAND &
STEVEN WADE

