



DRAINAGE 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 §
COUNTY OF BRAZORIA § KNOW ALL BY THESE PRESENTS:

THAT TEDDY J. WELCH AND MARGARET R. WELCH, hereinafter collectively referred to as "GRANTOR", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by BRAZORIA COUNTY, a political subdivision of the State of Texas, hereinafter called "GRANTEE", whose address is 111 E. Locust, Angleton, Texas 77515, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY, subject to the reservation hereinafter made, unto GRANTEE a non-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 purpose of the easement is to maintain, rebuild, replace, inspect, operate, and repair drainage fixtures and improvements along the north property line of Grantor's Property known as Lot 13, Block 2 of the Havenwood Subdivision, as recorded in Volume 7, Page 59 of the Brazoria County Plat Records, as the GRANTEE deems necessary.

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

A 10-foot wide maintenance easement located along the northern boundary of Lot 13, Block 2, Havenwood Subdivision, Brazoria County, Texas according to the map or plat thereof recorded in Volume 7, Page 59 of the Plat Records of Brazoria County, Texas; being the same lot conveyed to Teddy J. Welch and Margaret R. Welch recorded in the Official Records of Brazoria County, Clerk's File No. 2010025027.

GRANTEE is also hereby granted the right to go upon the surface and subsurface of each tract that said easement crosses, as necessary for the purposes of this easement, but GRANTEE hereby agrees to restore the surface of said tracts as nearly as practicable to the condition they were in immediately before GRANTEE went upon said tracts.

GRANTEE shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the Maintenance Easement that may interfere with the use of the Maintenance Easement by the GRANTEE. GRANTOR agrees not to build, construct, or create, or permit others to build, construct or create in the 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 Maintenance Easement. The GRANTOR and GRANTOR'S heirs, successors, and assigns shall not unreasonably obstruct the Maintenance Easement and shall be responsible for removing any and all items that may

obstruct the Maintenance Easement. The GRANTEE has the right to eliminate any encroachments into or obstructions of the Maintenance Easement upon giving GRANTOR 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 GRANTOR.

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 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 Maintenance Easement and the right to bring and operate such equipment on the 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 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 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. GRANTOR does hereby bind herself, her heirs, executors, and administrators, to warrant and forever defend, all and singular, the said 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 as of the 15 day of November, 2024.

GRANTORS:

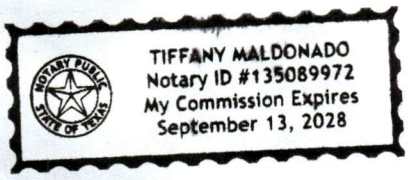
Teddy J. Welch
TEDDY J. WELCH

Margaret R Welch
MARGARET R. WELCH

STATE OF TEXAS §

COUNTY OF BRAZORIA §

SUBSCRIBED AND SWORN TO BEFORE ME on November 15 2024 by Teddy J. Welch and Margaret R. Welch.



Tiffany Maldonado
Notary Public in and for the State of Texas

RETURN TO (GRANTEE):

Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, Texas 77515

FILED and RECORDED

Instrument Number: 2024056235

Filing and Recording Date: 12/27/2024 08:14:55 AM Pages: 4 Recording Fee: \$0.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-crystalm