

**SANITARY SEWER EASEMENT
(0.0069 Acre)**

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 BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of sanitary sewer lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing 0.0069 acre, as more particularly described in Exhibit A and shown on Exhibit B, both attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract 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, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to

the undertaking of such work; provided, however, Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract 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 Facilities or that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Facilities that is not used in connection with Grantee's activities hereunder.

Subject to the limitations set forth herein, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes; provided, however, such use and enjoyment of the surface of the Easement Tract shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Notwithstanding anything herein to the contrary, Grantor shall not, without the prior written consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other above-ground improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; (iii) dedicate other easements within the Easement Tract; or (iv) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs (or permits any construction, placement, or installation of) any obstruction that interferes with, obstructs, or restricts Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right to prevent or remove such obstruction, at Grantor's sole cost and expense, without any obligation to restore the same or any liability to Grantor or Grantor's successors and assigns.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public

Records of Brazoria County, Texas, to the extent in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Brazoria County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 202__.

GRANTOR:

BRAZORIA COUNTY, TEXAS

By: _____
Name: L.M. "Matt" Sebesta, Jr.
Title: County Judge of Brazoria County, Texas

APPROVED AS TO FORM:

By: _____
Name: _____
Title: Assistant County Attorney

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by L.M. "Matt" Sebesta, Jr., County Judge of BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas, on behalf of said political subdivision.

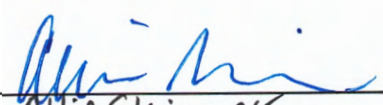
(NOTARY SEAL)

Notary Public, State of Texas


EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 40

By: 
Name: Allie Skinner
Title: President

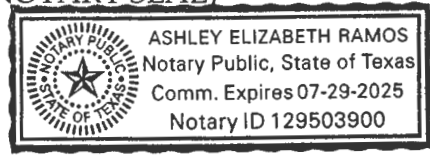
ATTEST:

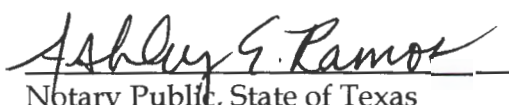
By: 
Name: CHARLES M. EASTLAND
Title: SECRETARY

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of December, 2023, by Allie Skinner, President and Charles Eastland, Secretary of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)




Notary Public, State of Texas

Attachments:

Exhibit A - Description of the Easement Tract

Exhibit B - Sketch of the Easement Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit A – Description of the Easement Tract

July 21, 2023
Job No. LJAS001-2149-3923

DESCRIPTION OF
0.0069 ACRE
(300 SQUARE FEET)
SANITARY SEWER EASEMENT
(15 FEET WIDE)

Being 0.0069 acre (300 square feet) of land located in the A.C.H. & B.R.R. Co. Survey, Section 89, Abstract 417, Brazoria County, Texas, being a portion of Lot 20 of Section 89 of the Allison Richey Gulf Coast Home Company Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98, Plat Records of Brazoria County, Texas (B.C.P.R.), and more particularly being a portion of that certain called 5.33 acre tract conveyed to Brazoria County by instrument of record in File Number 2012058942 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), said 0.0069 acre tract (300 square feet) being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA SURVEY" previously set for the southeast corner of that certain called 1.662 acre tract conveyed to CR 58 Investments, LLC, by an instrument of record in File Number 2022033144, B.C.O.P.R., same being the southwest corner of said 5.33 acre tract, and on the common line of the northerly line of that certain called 1.776 acre tract (described as Parcel 417-20) conveyed to Brazoria County by instrument of record in File Number 2007037564, of the Official Records of said Brazoria County, Texas (B.C.O.R.), and on the northerly right-of-way line of County Road 58;

Thence, North 03° 13' 44" West, departing said common line, along the common line of said 5.33 acres and said 1.662 acres. 15.00 feet to a point for corner;

Thence, North 86° 38' 13" East, 20.00 feet to a point for corner;

Thence, South 03° 21' 47" East, 15.00 feet to a point for corner, same being on the common line of the south line of said 5.33 acres, the north line of said 1.776 acres and the north right-of-way line of said County Road 58;

0.0069 Acre

July 21, 2023
Job No. LJAS001-2149-3923

Thence, South 86° 38' 13" West, along said common line, 20.04 feet to the POINT OF BEGINNING and containing 0.0069 acre (300 square feet) of land.

Corner monuments were not set at the client's request.



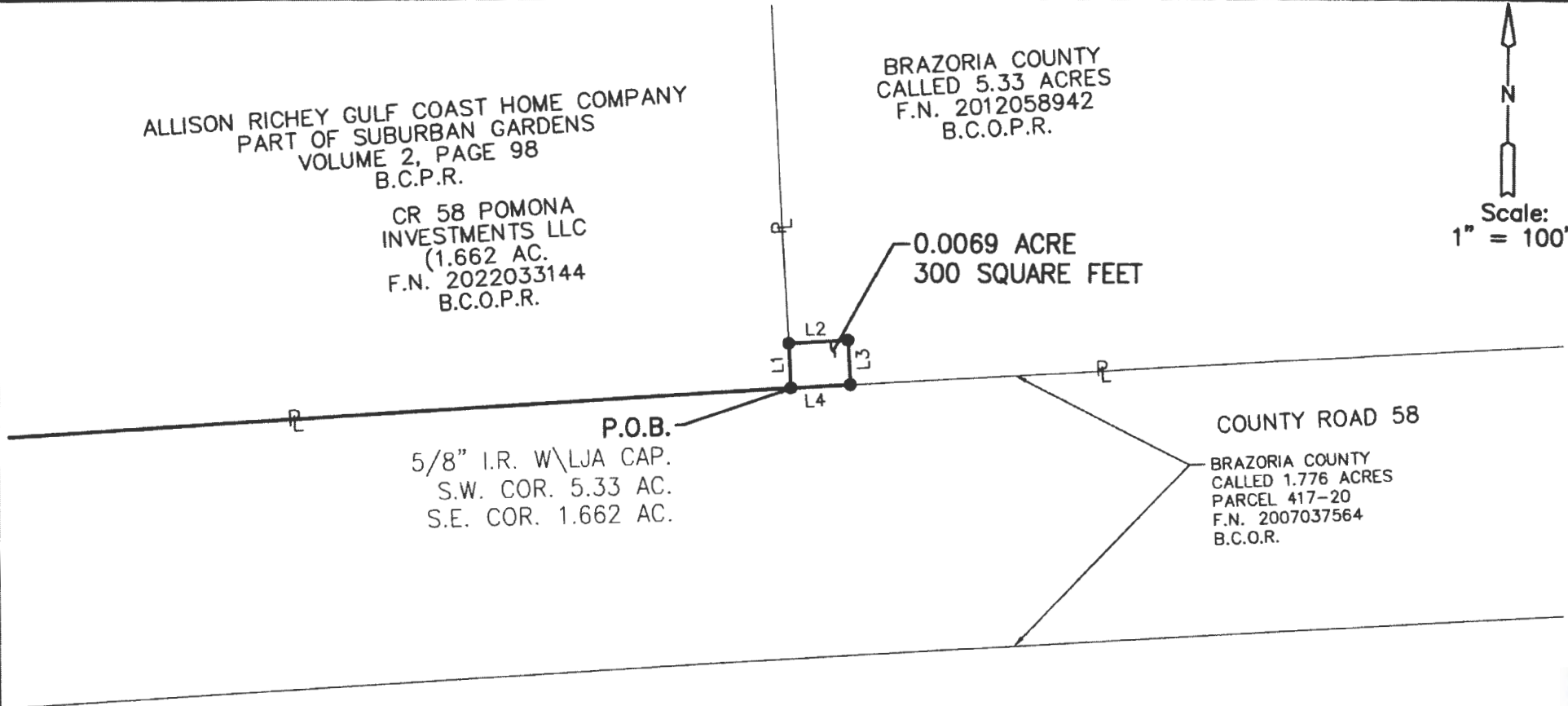
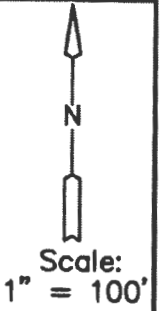
Keith W. Monroe
7-21-2023

LJA Surveying, Inc.

ALLISON RICHEY GULF COAST HOME COMPANY
 PART OF SUBURBAN GARDENS
 VOLUME 2, PAGE 98
 B.C.P.R.

CR 58 POMONA
 INVESTMENTS LLC
 (1.662 AC.)
 F.N. 2022033144
 B.C.O.P.R.

BRAZORIA COUNTY
 CALLED 5.33 ACRES
 F.N. 2012058942
 B.C.O.P.R.



P.O.B.
 5/8" I.R. W\ LJA CAP.
 S.W. COR. 5.33 AC.
 S.E. COR. 1.662 AC.

0.0069 ACRE
 300 SQUARE FEET

COUNTY ROAD 58

BRAZORIA COUNTY
 CALLED 1.776 ACRES
 PARCEL 417-20
 F.N. 2007037564
 B.C.O.R.

Line Table		
Line #	Direction	Length
L1	N03° 13' 44"W	15.00'
L2	N86° 38' 13"E	20.00'
L3	S03° 21' 47"E	15.00'
L4	S86° 38' 13"W	20.04'

Notes:
 1. All bearings are referenced to the Texas Coordinate System, South Central Zone, NAD83, 2001 adjustment.

2. Corner monuments were not set at the client's request.

**EXHIBIT OF
 0.0069 ACRE
 (300 SQUARE FEET)
 SANITARY SEWER EASEMENT
 (15 FEET WIDE)
 LOCATED IN THE
 A.C.H. & B.R.R. CO. SURVEY, SECTION 89 A-417
 BRAZORIA COUNTY, TEXAS**

JULY 2023 JOB NO. LJA001-2149-3923

LJA Surveying, Inc.

3600 W Sam Houston Pkwy S
 Suite 175
 Houston, Texas 77042

Phone 713.953.5200
 Fax 713.953.5026
 T.B.P.E.L.S. Firm No. 10194382

