



June 12, 2025

Zachary James Fink  
9419 CR 400  
Brazoria, TX 77422

County: Brazoria  
Highway: CR 400  
Location: 9419 County Road 400,  
Brazoria, Brazoria County, Texas  
77422  
Project No.: N/A  
ROW CSJ No.: N/A  
Parcel: 016

Dear Mr. and Mrs. Fink:

You have indicated a willingness to sign an easement for your property which consists of 59,491 SF located 9419 County Road 400, Brazoria, Brazoria County, Texas 77578-2956

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which Brazoria County referred to as the County will make payment. The payment of \$305,051.00 as herein agreed will constitute full payment to be made by the County for the property to be conveyed to the County.

The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal Eminent Domain proceedings and the added expenses of litigation.

The County and the owner(s) have agreed to the following provisions.

Until payment is made by The County, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the County shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the County from the signing of this agreement.

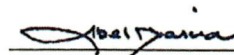
The County, without cost to the owner, will pay the cost of recording all instruments conveying title to the County.

It is suggested that you carefully review the proposed Right of Way Easement and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the easement the County will

proceed with the issuance of a warrant which will be made out jointly to you and to Alamo Title Company, agent for the County.

This company has been designated as the County's closing agent and is responsible to see that the County obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

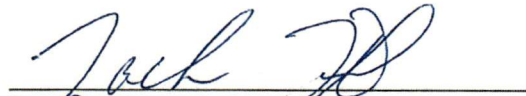
Sincerely,



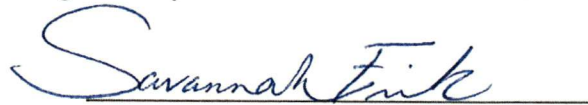
Right of Way Manager, Date 6/12/2025  
Cobb, Fendley & Associates, Inc.

I (We) fully understand the County proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*."

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.



Property Owner's Signature



Property Owner's Signature

6/12/2025  
Date

6/12/2025  
Date

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 Zachary James Fink and wife, Savannah Leigh Fink hereinafter called “Grantors” (whether one or 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 1.3657 acre (59,491 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 a residue of a called 55 acre tract (Tract 1), residue of a called 4.165 acre tract (Tract 2) and the residue of a called 12.9 acre tract (Tract 3) as described in Special Warranty Deed dated May 22, 2019 conveyed from Joyce Yvonne Stewart and Verne Dwain Stewart to Joyce Yvonne Stewart and recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019024317 of the Official Public Records of Real Property Brazoria County (O.P.R.O.R.P.B.C.), Texas.*

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

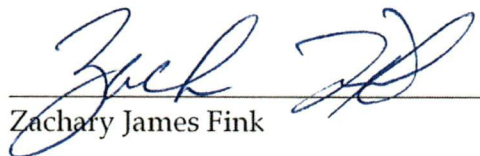
equipment on the Easement Tracts as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. GRANTEE shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement 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 12 day of June, 2025.

GRANTORS:

  
Zachary James Fink

  
Savannah Leigh Fink

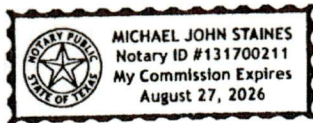
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ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
                                          §  
COUNTY OF BRAZORIA       §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Zachary James Fink, Grantor, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 12<sup>th</sup> day of June, 2025.



Michael Staines  
Notary Public, State of Texas

(NOTARY SEAL/STAMP)

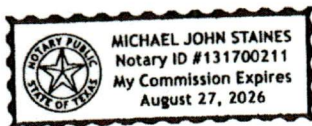
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ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
                                          §  
COUNTY OF BRAZORIA       §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Savannah Leigh Fink, Grantor, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 12<sup>th</sup> day of June, 2025.



Michael Staines  
Notary Public, State of Texas

(NOTARY SEAL/STAMP)

Accepted this the 9th day of July, 2025

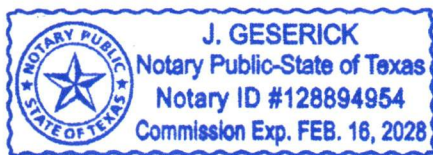
**GRANTEE:**

Brazoria County, Texas

By: [Signature]  
L. M. "Matt" Sebesta, Jr.,  
County Judge

STATE OF TEXAS                   §  
                                             §  
COUNTY OF BRAZORIA       §

This instrument was acknowledged before me on the 9th day of July, 2025, by L. M. "Matt" Sebesta, Jr., County Judge, for Brazoria County, Texas.



[Signature]  
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

Stephen F. Austin 7-1/3 Leagues Grant  
Abstract No. 20  
Brazoria County, Texas

Parcel No. 16  
1.3657 Acres (59,491 Sq. Ft.)  
Page No. 1 of 2

### Metes and Bounds Description

Being a 1.3657 acre (59,491 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 a residue of a called 55 acre tract (Tract 1), residue of a called 4.165 acre tract (Tract 2) and the residue of a called 12.9 acre tract (Tract 3) as described in Special Warranty Deed dated May 22, 2019 conveyed from Joyce Yvonne Stewart and Verne Dwain Stewart to Joyce Yvonne Stewart and recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019024317 of the Official Public Records of Real Property Brazoria County (O.P.R.O.R.P.B.C.), Texas. Said 1.3657 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,576,626.19 & E: 3,075,312.69 on the south line of County Road (CR) 400, also known as Brazos River Road (80' wide) conveyed to Brazoria County as Right-of-Way Easement and recorded under Volume 752, Page 289-291 and Volume 773, Page 338-342 of the Brazoria County Deed Records (B.C.D.R.), same also being the northwest corner of a called 15.861 acre tract (tract# 1) conveyed to William B. Jacob and Janice C. Jacob and recorded under B.C.C.F. No. 2009022677 and the east line of said 4.165 acre tract;

THENCE, South 06° 24' 42" West, departing the south line of said CR 400 and along the common west line of said 15.861 acre tract and the east line of the residue of said 4.165 acre tract, a distance of 684.28 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the POINT OF BEGINNING, having the Texas State Plane Coordinates of N: 13,575,946.19 and E: 3,075,236.28 for the northeast corner of the herein described parcel;

THENCE, South 06° 24' 42" West, continuing along said common line, a distance of 100.08 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the southeast corner of the herein described parcel;

THENCE, departing said common line, over and across said 4.165 acre tract, said 12.9 acre tract and the residue of said 55 acre tract, being a curve turning to the right through a central angle of 27° 55' 24", having a radius of 1,210.00 feet, an arc length of 589.70 feet and whose long chord bears North 67° 26' 17" West for a distance of 583.88 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the southwest corner of the herein described parcel, same also being the common west line of the residue of said 55 acre tract and the east line of a called approximately 245 acre tract (more or less) conveyed to Allen L. Myers and recorded under Volume 1469, Page 37 of the Brazoria County Deed Records (B.C.D.R.) and to David J. Weinberg and recorded under B.C.C.F. No. 2018058156;

THENCE, North 04° 37' 42" East, along said common line, a distance of 119.91 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the northwest corner of the herein described parcel;

Stephen F. Austin 7-1/3 Leagues Grant  
Abstract No. 20  
Brazoria County, Texas

Parcel No. 16  
1.3657 Acres (59,491 Sq. Ft.)  
Page No. 2 of 2

THENCE, departing said common line, over and across said 4.165 acre tract, said 12.9 acre tract and the residue of said 55 acre tract, being a curve turning to the left through  $30^{\circ} 59' 54''$ , having a radius of 1,110.00 feet, an arc length of 600.53 feet and whose long chord bears South  $65^{\circ} 42' 12''$  East for a distance of 593.24 feet to the POINT OF BEGINNING and containing 1.3657 acres (59,491 square feet) of land, more or less.

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

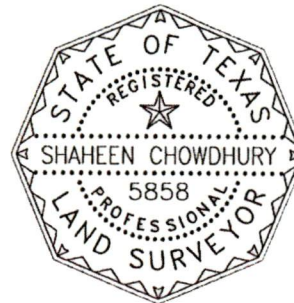
The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999870017.

A survey plat has been prepared in association with this field note description.

Compiled By:

*Shaheen Chowdhury*

Shaheen Chowdhury., R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858



Kuo & Associates, Inc.  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600

Date: 7/14/23

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

§  
§  
§

KNOW ALL MEN BY THESE

This Temporary Construction Easement Agreement ("Agreement") is made and effective this the 12 day of June, 2025 by and between Zachary James Fink and Savannah Leigh Fink, whose address is 9419 CR 400, Brazoria, Texas 77422, (hereinafter referred to as "Grantor") and who is the owner of the property known as 9419 CR 400, Brazoria, Texas 77422, Texas (the "Property") and Brazoria County, a political subdivision of the State of Texas, (hereinafter referred to as "Grantee").

For and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, BARGAIN, SELL, AND CONVEY unto Grantee an exclusive temporary easement in an area of approximately 0.9337 acre tract (the "Temporary Construction Easement") in, along, upon, under, over and across the following described property, owned by Grantor, and situated in Brazoria County, Texas, (the "Property"), to wit:

### TEMPORARY CONSTRUCTION EASEMENT AREA AND PROPERTY AREA DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Said Temporary Construction Easement is for the purpose of performing work in the Temporary Construction Easement, staging and storing construction materials and equipment while performing work in and around the Temporary Construction Easement, and otherwise supporting construction operations by allowing close proximity access to the Temporary Construction Easement. This temporary easement also includes, if needed, the necessary easements in order to build the final driveways and streets in connection with the CR 400 Project (collectively, the "Permitted Use").

It is distinctly understood and agreed that this does not constitute a conveyance of the land above described nor of the minerals therein and thereunder but grants only a temporary easement subject to the following:

- (a) Grantee will fill in an existing pond located in the Temporary Construction Easement and for the construction of the Project. The pond will be completely filled to the appropriate grade and grass seed or grass product will be placed upon completion of the use of the Temporary Construction Easement and completion of the Project.
- (b) Grantee shall have the right of ingress and egress upon and across the Property adjacent to the Temporary Construction Easement for the limited purpose of exercising the rights granted.

(c) Grantee's rights in the Temporary Construction Easement shall be exclusive until the expiration of this Easement.

(d) Grantee shall use commercially reasonable efforts to minimize disruption to the Property and Grantor's use of the Property.

(e) Grantee shall have the right to clear and keep cleared trees, brush, vegetation and all other obstructions from the surface and subsurface of said easement. Grantee will restore the surface of the Temporary Construction Easement to the condition it was prior to use except Grantee is not required to replace trees, brush and/or vegetation removed. Grantee will place grass seed or a grass product to the area during restoration.

PP will NOT cut live oak trees.

All rights granted within the Temporary Construction Easement shall terminate and cease upon the earlier of completion of the Project or five years from this Agreement's effective date. County may utilize the Temporary Construction Easement at different times throughout the progress of the Project and may fill pond in advance of construction to allow for proper compaction and stability.

Grantee agrees, to the extent allowed by applicable law, to save and hold the Grantor free and harmless from and against any and all claims, demands or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of the acts or omissions of Grantee in the use and occupancy of the Temporary Construction Easement by Grantee, its employees, or any other persons acting under its control.

This Agreement shall be governed by the laws of the State of Texas, without reference to conflicts of laws principles.

**TO HAVE AND TO HOLD** the above-described Temporary Construction Easement unto the said Grantee as aforesaid, for the purposes and on the conditions set forth hereinabove, the premises described in said Exhibit A.

**IN WITNESS WHEREOF**, this instrument is executed on this 12 day of June, 2025.

GRANTOR

By: [Signature]  
Name: Jack Fink  
Title: owner

By: [Signature]  
Name: Savannah Fink  
Title: owner

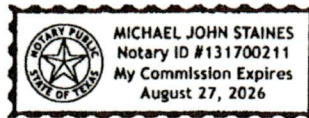
ACKNOWLEDGMENT

State of Texas  
County of Brazoria

Before me, the undersigned authority, on this day personally appeared Zachary James Fink  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 12<sup>th</sup> day of June, 2025.

(Personalized Seal)



Michael John Staines  
Notary Public's Signature

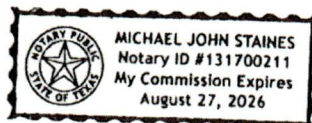
ACKNOWLEDGMENT

State of Texas  
County of Brazoria

Before me, the undersigned authority, on this day personally appeared Savannah Leigh Fink  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

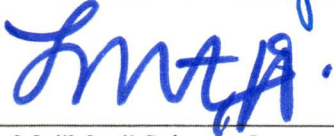
Given under my hand and seal of office this 12<sup>th</sup> day of June, 2025.

(Personalized Seal)



Michael John Staines  
Notary Public's Signature

AGREED TO AND ACCEPTED by Brazoria County, a political subdivision of the State of Texas, on this 9th day of July, 2025.

By:   
L. M. "Matt" Sebesta, Jr.  
Brazoria County Judge

#### ACKNOWLEDGMENT

State of Texas §

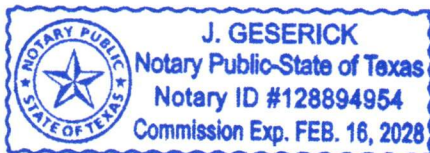
County of Brazoria §

Before me, the undersigned authority, on this day personally appeared L. M. "Matt" Sebesta, Jr., County Judge of Brazoria County, a political subdivision of the State of Texas and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 9th day of July, 2025.

(Personalized Seal)

  
Notary Public's Signature



Stephen F. Austin 7-1/3 Leagues Grant  
Abstract No. 20  
Brazoria County, Texas

Parcel: TCE-1  
0.9337 Acre (40,674 Sq. Ft.)  
Page No. 1 of 2

### Metes and Bounds Description

Being a 0.9337 acre (40,674 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 a tract comprised of the residue of a called 55 acre tract (Tract 1), residue of a called 4.165 acre tract (Tract 2) and the residue of a called 12.9 acre tract (Tract 3) as described in Special Warranty Deed dated May 22, 2019 conveyed from Joyce Yvonne Stewart and Verne Dwain Stewart to Joyce Yvonne Stewart and recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019024317 of the Official Public Records of Real Property Brazoria County (O.P.R.O.R.P.B.C.), Texas. Said 0.9337 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,576,626.19 & E: 3,075,312.69 on the south line of County Road (CR) 400, also known as Brazos River Road (80' wide) conveyed to Brazoria County as Right-of-Way Easement and recorded under Volume 752, Page 289-291 and Volume 773, Page 338-342 of the Brazoria County Deed Records (B.C.D.R.), same also being the northwest corner of a called 15.861 acre tract (tract# 1) conveyed to William B. Jacob and Janice C. Jacob and recorded under B.C.C.F. No. 2009022677 and the east line of said 4.165 acre tract;

THENCE, South 06° 24' 42" West, departing the south line of said CR 400 and along the common west line of said 15.861 acre tract and the east line of said 4.165 acre tract, a distance of 784.36 feet to a point;

THENCE, departing said common line, being along the proposed south Right-of-Way (R.O.W.) (100' wide), over and across said 4.165 acre tract, said 12.9 acre tract and the residue of said 55 acre tract, through a central angle of 09° 26' 31", having a radius of 1,210.00 feet, an arc length of 199.40 feet and whose long chord bears North 76° 40' 44" West for a distance of 199.17 feet to the POINT OF BEGINNING having the Texas State Plane Coordinates of N: 13,575,892.63 & E: 3,075,031.29 for the corner of the herein described parcel;

THENCE, departing said proposed ROW line with the following courses:

South 22° 59' 48" West, a distance of 120.95 feet to the corner of the herein described parcel;

North 72° 23' 58" West, a distance of 266.26 feet to the corner of the herein described parcel;

North 17° 36' 02" East, a distance of 95.38 feet to the corner of the herein described parcel;

Stephen F. Austin 7-1/3 Leagues Grant  
Abstract No. 20  
Brazoria County, Texas

Parcel: TCE-1  
0.9337 Acre (40,674 Sq. Ft.)  
Page No. 2 of 2

North 51° 17' 28" West, a distance of 97.40 feet to the corner of the herein described parcel;

North 30° 57' 05" East, a distance of 48.13 feet to the said proposed south R.O.W. line and the corner of the herein describe parcel;

THENCE, along the said proposed south R.O.W. line, being a curve turning to the left through 17° 12' 00", having a radius of 1,210.00 feet, an arc length of 363.24 feet and whose long chord bears South 63° 21' 28" East for a distance of 361.88 feet to the POINT OF BEGINNING and containing 0.9337 acres (40,674 square feet) of land, more or less.

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999870017.

A survey plat has been prepared in association with this field note description.

Compiled By: \_\_\_\_\_

*Shaheen Chowdhury*

Shaheen Chowdhury., R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858



Kuo & Associates, Inc.  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600

Date: 7/14/23