

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.

### EASEMENT AND RIGHT-OF-WAY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, Brazoria County, a political subdivision of the State of Texas, (whether one or more persons, "Grantor"), hereby grants, sells, conveys, and warrants to Texas-New Mexico Power Company, a Texas corporation, and its successors, assigns, lessees and tenants (collectively, "Grantee"), a perpetual easement and right-of-way ("Easement") for electric distribution lines and communication lines and appurtenant equipment, fixtures, and facilities in, on, over, under, and across a tract of land located in Brazoria County, Texas, together with all and singular the rights and appurtenances thereto in any wise belonging, each of which tract of land and Easement area ("Easement Area") are described in the attached Exhibit A, which includes a field note description and plat. Exhibit A is incorporated herein.

Grantor grants Grantee the right, now and in the future, to install, place, construct, reconstruct, operate, maintain, alter, improve, upgrade, extend, inspect, patrol, protect, repair, remove, replace, and relocate electric transmission lines and communication lines and appurtenant equipment, fixtures, and facilities within the Easement Area, including, without limitation, a variable number and sizes of poles, towers, structures, crossarms, anchors, guys, foundations, above and below ground supporting structures, grounding systems, insulators, transformers, underbuilt facilities, hardware, wires, cable, conductors and circuits at one or more voltage capacities, and all other appurtenant equipment, fixtures and facilities, made of wood, metal, concrete and other materials.

Grantor grants Grantee the right, in Grantee's discretion, now and in the future, to cut down, trim, remove, and otherwise control, using chemical treatments, herbicides or growth regulators and other means, any and all trees, shrubs, brush and vegetation situated within the Easement Area. Grantor also grants Grantee the right, in Grantee's discretion, now and in the future, to cut down, trim, remove, and otherwise control, using chemical treatments, herbicides or growth regulators and other means, portions of trees, overhanging branches, roots, shrubs, brush and vegetation extending into the Easement Area that are rooted on lands outside of the Easement Area when in the opinion of Grantee such trees, shrubs, brush or other vegetation may create a hazard or safety concern or interfere with or disturb Grantee's facilities, its exercise of rights hereunder, its use of the Easement Area, or its ingress or egress to, from, over, across, along and upon the Easement Area.

Grantor grants Grantee the right to conduct surveys and geotechnical, archeological, historical, environmental and other studies on, in and under the Easement Area.

Grantor reserves the right to cultivate crops, pasture, construct fences of reasonable heights (so long as Grantee installs adequate gates at reasonable intervals such that Grantee's rights of access, ingress and egress are not impaired or interfered with), install roads or otherwise use the lands encumbered by this Easement, so long as such use (a) does not damage Grantee's facilities, (b) does not impair, interfere with or disturb Grantee's facilities, its exercise of rights hereunder, its use of the Easement Area, or its ingress or egress to, from, over, across, along and upon the Easement Area, and (b) meets the requirements of all applicable laws and regulations, including, without limitation, the National Electrical Safety Code and the Texas Health and Safety Code. Grantee may, at Grantor's cost and expense, remove any tree, landscaping, building, structure, improvement, equipment, or obstruction placed, constructed, or installed within, under, or over the Easement Area, and re-grade any alterations of the grade, elevation or contour in the Easement Area. Grantor shall pay to Grantee the costs and expenses of Grantee incurred in connection with such removal and/or re-grading within fifteen (15) days after demand therefor.

Grantor expressly reserves all oil, gas, and other minerals owned by Grantor, in, on, and under the Easement Area; provided, however, that that Grantor shall not be permitted to drill or excavate for oil, gas or other minerals on the surface of the Easement Area, but Grantor may extract oil, gas, or other minerals from and under the Easement Area by directional drilling or other means which do

not interfere with or disturb Grantee's facilities, Grantee's use of the Easement Area, or the exercise of Grantee's rights granted herein.

**Compliance with Lone Star Infrastructure Protection Act** - Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

Any and all electric transmission lines, communication lines, equipment, fixtures, and facilities, and parts thereof, installed or placed within the Easement Area by or on behalf of Grantee shall remain the exclusive property of Grantee.

No failure or delay by Grantee to exercise any of the rights granted herein, nor any removal of any facilities from the Easement Area, shall constitute an abandonment, waiver or termination of any of the rights granted herein.

This Easement contains the entire agreement, expressed or implied, between Grantor and Grantee. This Easement shall inure to the benefit of and be binding on Grantor and Grantee and their respective successors, assigns, heirs, executors, personal representatives, administrators, lessees, tenants, and licensees. This Easement and the rights granted to Grantee herein are assignable, in whole or in part, by Grantee, and Grantee shall be released and discharged of obligations with respect to the assigned interest which accrue after the date of assignment.

Grantor warrants and shall forever defend the Easement unto Grantee against anyone lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

This Easement, and any dispute or claim between Grantor and Grantee arising out of or in any way connected with this Easement, shall be governed, construed and enforced in accordance with the substantive laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction.

This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**GRANTOR:**

Brazoria County,  
a political subdivision of the State of Texas

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

**ACKNOWLEDGEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZORIA         §

Before me, the undersigned Notary Public, personally appeared L.M. "Matt" Sebesta, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he/she executed the instrument for the purposes and considerations expressed in it.

Given under my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary ID No.: \_\_\_\_\_

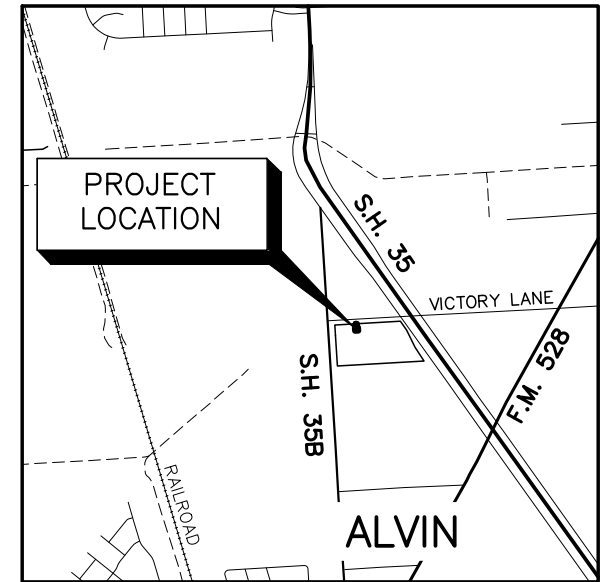
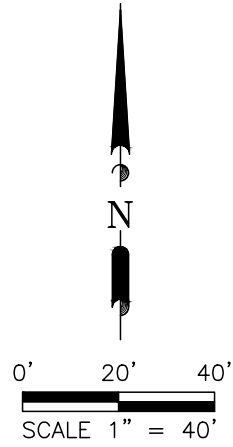
# BRAZORIA COUNTY, TEXAS

Exhibit A

M. O'DONNELL SURVEY  
ABSTRACT NO. 491

## LEGEND

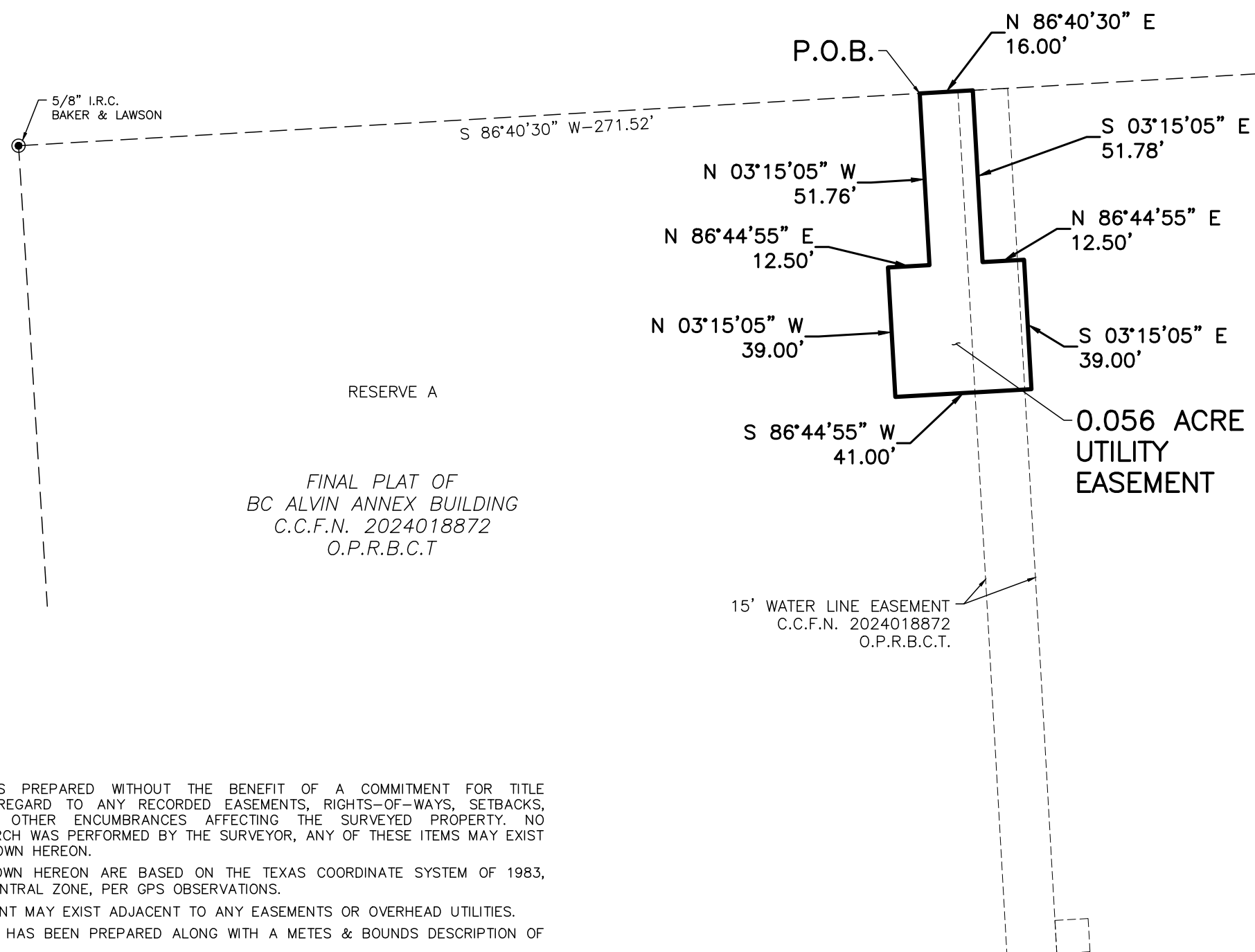
- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS  
BRAZORIA COUNTY, TEXAS
- C.C.F.N. = COUNTY CLERK'S  
FILE NUMBER
- = 5/8" I.R.C. SET  
"BAKER & LAWSON"
- = FOUND MONUMENT  
(AS NOTED)
- P.O.B. = POINT OF BEGINNING



VICINITY MAP

VICTORY LANE

STATE HIGHWAY 35 BUSINESS  
N. GORDON STREET



I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE FACTS AS FOUND.

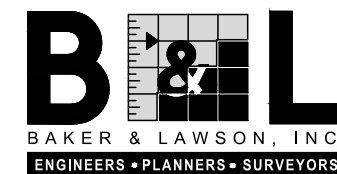
*Darrel Heidrich* 1/8/2025  
DARREL HEIDRICH  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LAND SURVEYOR NO. 5378



**0.056 ACRE  
UTILITY EASEMENT**  
BEING A PORTION OF  
**RESERVE A**  
OF THE  
**FINAL PLAT OF  
BC ALVIN ANNEX BUILDING  
C.C.F.N. 2024018872  
O.P.R.B.C.T.**  
M. O'DONNELL SURVEY  
ABSTRACT NO. 491  
BRAZORIA COUNTY, TEXAS

### SURVEYORS NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. AN AERIAL EASEMENT MAY EXIST ADJACENT TO ANY EASEMENTS OR OVERHEAD UTILITIES.
4. THIS SURVEY PLAT HAS BEEN PREPARED ALONG WITH A METES & BOUNDS DESCRIPTION OF SUBJECT TRACT.



Baker & Lawson Inc.  
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Angleton, TX 77515  
Phone # 979-849-6681  
www.bakerlawson.com  
Licensed Surveying Firm No. 10052500

DRAWING NO.: 15631 UTIL ESMT	DRAWN BY: DH	CKED BY: AH
JOB NO.: 15631	SCALE: 1" = 40'	DATE: 1/8/2025
		REV. NO. --

J:\150005\15600\15631\ENGINEERING-SURVEY\SURVEYS\UTILITY EASEMENT\15631 UTIL ESMT.DWG PLOT DATE:1/8/2025 Dheidrich

County: Brazoria County  
Project: 0.056 Acre – U.E.  
Job No.: 15631

**DESCRIPTION OF 0.056 ACRE  
UTILITY EASEMENT**

Description of a 0.056 acre tract of land, located within the M. O'Donnell Survey, Abstract No. 491, being a portion of Reserve A, of the Final Plat of BC Alvin Annex Building, as recorded in County Clerks File No. (C.C.F.N.) 2024018872 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.), referred to hereinafter as the above referenced tract, said 0.056 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

**BEGINNING** at a point for corner, being on the South R.O.W. line of Victory Lane, from which a 5/8-inch iron rod with cap stamped "Baker & Lawson" found at the intersection of the South R.O.W. line of said Victory Lane and the East R.O.W. line of State Highway 35 Business, bears South 86°40'30" West, a distance of 271.52 feet;

**THENCE** North 86°40'30" East, along the South R.O.W. line of said Victory Lane, a distance of 16.00 feet to a point for corner;

**THENCE** South 03°15'05" East, over and across the above referenced tract, a distance of 51.78 feet to a point for corner;

**THENCE** North 86°44'55" East, over and across the above referenced tract, a distance of 12.50 feet to a point for corner;

**THENCE** South 03°15'05" East, over and across the above referenced tract, a distance of 39.00 feet to a point for corner;

**THENCE** South 86°44'55" West, over and across the above referenced tract, a distance of 41.00 feet to a point for corner;

**THENCE** North 03°15'05" West, over and across the above referenced tract, a distance of 39.00 feet to a point for corner;

**THENCE** North 86°44'55" East, over and across the above referenced tract, a distance of 12.50 feet to a point for corner;

**THENCE** North 03°15'05" West, over and across the above referenced tract, a distance of 51.76 feet to the **POINT OF BEGINNING** of the herein described tract of land, and containing 0.056 acres of land, more or less.

A boundary survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

*Darrel Heidrich*

01/08/2025

Darrel Heidrich  
Registered Professional Land Surveyor  
Texas Registration No. 5378

