

**LEEVE EASEMENT
(0.4606 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 FORT BEND §

THAT FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws 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 FORT BEND COUNTY LEEVE IMPROVEMENT DISTRICT NO. 6, 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 a levee (including, without limitation, the right to raise and/or expand any existing levee facilities located adjacent to the Facilities defined herein), flood protection measures, and all connections, appurtenances and improvements related thereto (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, containing 0.4606 acre, as more particularly described in and shown on **Exhibit A** 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 (which consent shall not to be unreasonably withheld), (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 within 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.

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 Real Property of Harris 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 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 Fort Bend 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 _____, 2024.

GRANTOR:

FORT BEND COUNTY, TEXAS

By: _____
Name: KP George
Title: County Judge

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 _____, 2024, by KP George, County Judge of FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, on behalf of said entity.

(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:

**FORT BEND COUNTY LEVEE
IMPROVEMENT DISTRICT NO. 6**

By: David Vrshek
Name: David Vrshek
Title: President

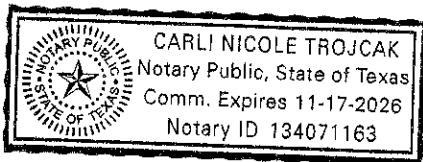
ATTEST:

By: Richard Wasser
Name: Richard Wasser
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 22nd day of July, 2024, by David Vrshek, President, and Richard Wasser, Secretary, of the Board of Directors of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



Carli Trojcek
Notary Public, State of Texas

Attachment:

Exhibit A - Description and 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 and Sketch of the Easement Tract

Page 1 of 2 Pages

County: Fort Bend
Project: Fort Bend County LID No. 6 Levee Easement
C.I. No.: 1026-24
Job Number: 2007081-DS-120

METES AND BOUNDS FOR 0.4606 ACRES

Being a 0.4606 acre tract of land located in the Jane Long Survey, A-55 in Fort Bend County, Texas; said 0.4606 acre tract being a portion of a called 5.764 acre tract of land recorded in the name of Fort Bend County, Texas in Clerk's File Number 2016014786 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.); said 0.4606 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System, South Central Zone):

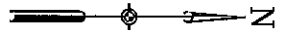
Commencing at a 3/4-inch iron pipe found at the most easterly corner of Lot 16 and the most southerly corner of Lot 15 of Covell's Brazos View Subdivision as recorded in Volume 271, Page 453 of the Deed Records of Fort Bend County (D.R.F.B.C), same being on the northwest line of said 5.764 acre tract;

Thence, with the common line of said 5.764 acre tract and said Lot 15, North 65 degrees 37 minutes 52 seconds East, a distance of 25.73 feet to the **Point of Beginning** of the herein described tract of land;

1. Thence, continuing with said common line, North 65 degrees 37 minutes 17 seconds East, a distance of 64.97 feet;
2. Thence, across said 5.764 acre tract, South 46 degrees 55 minutes 47 seconds East, a distance of 334.44 feet to the common line of said 5.764 acre tract and Gus George Academy Subdivision, a Replat as recorded in Plat Number 20070233 of the Fort Bend County Plat Records;
3. Thence, with said common line, South 65 degrees 42 minutes 42 seconds West, a distance of 65.01 feet;
4. Thence, across said 5.764 acre tract, North 46 degrees 55 minutes 47 seconds West, a distance of 334.33 feet to the **Point of Beginning** containing 0.4606 acres of land.

Mark Armstrong
02/01/2024





TRAVIS STREET

COVELL'S BRAZOS VIEW SUBDIVISION
VOL. 271, PG. 453
D.R.F.B.C.

LOT 16

LOT 15

LOT 14

P08
P0C

CALLED 5.764 ACRES
FORT BEND COUNTY, TEXAS
C.F. NO. 2016014786
O.P.R.F.B.C

0.4606 ACRES

BRAZOS RIVER

RESERVE "B"
GUS GEORGE ACADEMY
SUBDIVISION, A REPLAT
PLAT NO. 20070233
F.B.C.P.R.

CALLLED 2.00 ACRES
LEVEE DRAINAGE ESMT.
F.B.C. LID NO. 6
C.F. NO. 2008021047
O.P.R.F.B.C.

RESERVE "A"
GUS GEORGE ACADEMY
SUBDIVISION, A REPLAT
PLAT NO. N20070233
F.B.C.P.R.



Engineering and Surveying
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042
(713) 783-7798 (713) 783-3580, Fax
TBP&E FIRM REG. No. 280
TBP&E FIRM REG. No. 100496

EXHIBIT OF 0.4606 ACRES
FORT BEND COUNTY LID NO. 6

DRAWN BY: LITE	DWG. NO.: 1026-24.DGN	DATE: 02/01/24
CHECKED BY: MA	JOB NO.: 2007081-000-05-120	SCALE: 1" = 100'