

## ACCESS 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           §  
  §       **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF FORT BEND       §

THAT MISSOURI CITY MANAGEMENT DISTRICT NO. 1, 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 FORT BEND COUNTY DRAINAGE DISTRICT, a political subdivision of the State of Texas ("Grantee"), a permanent and perpetual easement and right-of-way (the "Easement") for vehicular and pedestrian ingress, egress, and regress on, across, along, over, upon and through all of those four (4) certain tracts of real property situated in Fort Bend County, Texas, as more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "Easement Tracts").

Grantee may enter upon the Easement Tracts and use the same for ingress and egress to and from Grantee's drainage facilities located adjacent to the Easement Tracts. Grantee shall keep the Easement Tracts free and clear of all vehicles, equipment, materials, debris or any other obstructions, and no portion of the Easement Tracts shall be used for the parking of vehicles or as a construction staging area at any time. Grantee shall repair any damage to the Easement Tracts resulting from the use of same by or on behalf of Grantee.

Notwithstanding anything herein to the contrary, Grantee recognizes and acknowledges that Grantor owns, maintains, and operates (or will own, maintain, and operate) drainage facilities and all related connections and appurtenances thereto (collectively, the "MUD Facilities") within the Easement Tracts, and Grantee agrees that Grantor's rights to use the Easement Tracts for the construction, installation, maintenance, repair, relocation, replacement, removal, modification, and operation of the MUD Facilities (such rights with respect to the MUD Facilities shall be referred to herein collectively as "Grantor's Superior Rights"), are superior to the rights granted to Grantee hereunder. In no event shall Grantee's use of the Easement Tracts interfere in

any way with the exercise of Grantor's Superior Rights within the Easement Tracts by or on behalf of Grantor.

Further, Grantor expressly reserves the right to the use and enjoyment of the Easement Tracts for any and all purposes; provided, however, Grantor's use and enjoyment of the Easement Tracts shall not materially affect or prevent Grantee's use of the Easement for the purpose expressly stated herein.

In the event Grantee elects to expand any of the drainage channels located adjacent to the Easement Tracts, Grantee shall coordinate such expansion with Grantor's engineer and provide detailed plans for same, including, without limitation, any proposed drainage facilities to be constructed by or on behalf of Grantee within the Easement Tracts, if any, to Grantor's engineer for review and written approval (which approval shall not be unreasonably withheld). In such event, Grantee shall be responsible, at its sole cost and expense, for all costs associated with the expansion of any drainage channels located adjacent to the Easement Tracts, as well as the construction, maintenance, repair and operation of any drainage facilities constructed within the Easement Tracts by or on behalf of Grantee in accordance with plans approved by Grantor's engineer.

This conveyance is further made subject to Grantor's Superior Rights and any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tracts and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent in effect and validly enforceable against the Easement Tracts (the "Permitted Encumbrances").

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.

Grantee and the individual executing this instrument on behalf of Grantee represents and warrants to Grantor that such individual has full capacity and authority to execute this instrument on behalf of Grantee and that Grantee has the right and authority to execute and deliver this instrument to 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 1124 Blume Road, Rosenberg, Texas 77471.

*[Signature pages follow this page.]*

EXECUTED by Grantor on the date of the acknowledgment below, but EFFECTIVE as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the "Effective Date").

**GRANTOR:**

**MISSOURI CITY MANAGEMENT  
DISTRICT NO. 1**

By: \_\_\_\_\_  
Name: Anthony Francis  
Title: President

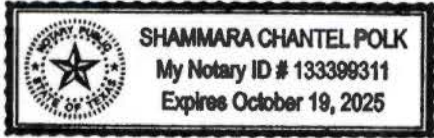
**ATTEST:**

By: \_\_\_\_\_  
Name: Wilfred Green  
Title: Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

This instrument was acknowledged before me on the 19 day of December, 2022, by Anthony Francis, President and Wilfred Green, Secretary of MISSOURI CITY MANAGEMENT DISTRICT NO. 1, 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 Effective Date.

**GRANTEE:**

**FORT BEND COUNTY  
DRAINAGE DISTRICT**

By: KP George  
Name: KP George  
Title: Fort Bend County Judge

**ATTEST:**

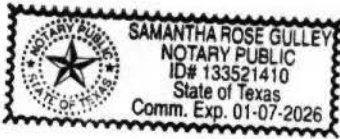
By: Laura Richard  
Name: Laura Richard  
Title: Fort Bend County Clerk



THE STATE OF TEXAS           §  
  §  
COUNTY OF Fort Bend       §

This instrument was acknowledged before me on the 13<sup>th</sup> day of June, 2023, by KP George, and \_\_\_\_\_ of FORT BEND COUNTY DRAINAGE DISTRICT, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



Samantha Rose Gulley  
Notary Public, State of Texas

**Attachment:**

Exhibit A - Description of the Easement Tracts

**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 Tracts**

1. All of Restricted Reserve "A" of PARKS EDGE SECTION 16, a subdivision located in Fort Bend County according to the map or plat thereof recorded under Plat No. 20210138 in the Plat Records of Fort Bend County, Texas;
2. All of Restricted Reserve "A" of PARKS EDGE SECTION 18, a subdivision located in Fort Bend County according to the map or plat thereof recorded under Plat No. 20210202 in the Plat Records of Fort Bend County, Texas;
3. All of Restricted Reserve "B" of PARKS EDGE SECTION 18, a subdivision located in Fort Bend County according to the map or plat thereof recorded under Plat No. 20210202 in the Plat Records of Fort Bend County, Texas; and
4. All of Restricted Reserve "D" of PARKS EDGE SECTION 19, a subdivision located in Fort Bend County according to the map or plat thereof recorded under Plat No. 20210203 in the Plat Records of Fort Bend County, Texas.

MISSOURI CITY MANAGEMENT DISTRICT NO. 1

c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Mr. Randy Wilkins  
1124 Blume Road  
Rosenberg, Texas 77471

Re: Access Easement for Missouri City Management District No. 1

Dear Mr. Wilkins:

Enclosed is the original ink-signed Access Easement. Once approved and executed by the County, please send back all original pages back to me at:

**Allen Boone Humphries Robinson LLP**

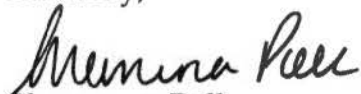
**Attn: Shammara Polk**

**3200 Southwest Freeway, Suite 2600**

**Houston, TX 77027**

Please note, I will need all original ink-signed documents returned to our office for recording purposes. If you have any questions, you can call me at 713-800-2076 or by email at [spolk@abhr.com](mailto:spolk@abhr.com).

Sincerely,



Shammara Polk

Legal Assistant

Enclosures