



**SANITARY SEWER EASEMENT
(0.0161 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 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 MUNICIPAL UTILITY DISTRICT NO. 23, 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 Fort Bend County, Texas, containing 0.0161 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,

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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. Nothing contained herein shall grant or be construed as granting to Grantee the right to use the Easement Tract for any purpose other than for the purposes herein specified or to change the dimensions or location of the Easement Tract.

Subject to the limitations set forth herein, Grantor expressly reserves unto itself, and its successors and assigns, 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 materially 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 houses, buildings, structures, or other permanent above-ground improvements or other obstructions (other than pavement and fencing, which shall be permitted without the prior written consent of Grantee) or plant or locate any deep-rooted trees or shrubs on the Easement Tract; (ii) install or permit the installation of pipelines or other underground facilities within the Easement Tract; or (iii) change the grade over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs (or otherwise permits the 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, upon prior written notice delivered to Grantor (except in the event of an emergency, in which case Grantee shall deliver written notice to Grantor promptly thereafter), 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.

The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, and through the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or materially interfere with Grantee's rights and privileges granted herein and the intended purpose of this Easement.

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 Fort Bend County, Texas, to the extent in effect and validly enforceable

against the Easement Tract (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 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 14 day of January, 2025.

GRANTOR:

FORT BEND COUNTY, TEXAS

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

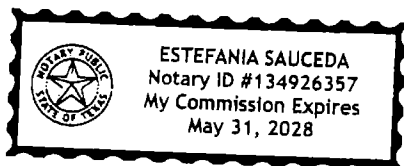
APPROVED AS TO FORM:

By: Jennifer Fox
 Name: Jennifer Fox
 Title: Assistant County Attorney

THE STATE OF TEXAS §
 COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 14 day of January, 2025, 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)



Estefania Saucedo
 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 MUNICIPAL
UTILITY DISTRICT NO. 23**

By: [Signature]
Name: William Thomas
Title: PRESIDENT

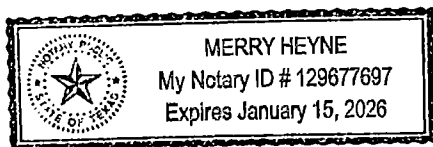
ATTEST:

By: [Signature]
Name: Ellen Hughes
Title: Secretary

THE STATE OF TEXAS §
COUNTY OF Harri's §
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This instrument was acknowledged before me on the 14 day of January, 2025, by William Thomas, President, and Ellen Hughes, Secretary, of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



[Signature]
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

March 28, 2024
Job No. LJAS001-0254-2403

DESCRIPTION OF
0.0161 ACRE (700 SQUARE FEET)
SANITARY SEWER EASEMENT
(20 FEET WIDE)

Being 0.0161 acre (700 square feet) of land located in the Manuel Escalera Survey, Abstract 170, Fort Bend County, Texas, being a portion of Lot 735 of Magnolia Place, a subdivision of record in Volume 2, Page 23, of the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), said 0.0161 acre (700 square feet), also being a portion of that certain called 4.3443 acre tract conveyed to County of Fort Bend, Texas, by instrument of record in File Number 2022117059 of the Official Public Records of Fort Bend County (F.B.C.O.P.R.), said 0.0161 acre (700 square feet) also being more particularly described by metes and bounds as follows (all bearings referenced to Teal Run Section Ten, a subdivision of record in Slide Number 1933A, F.B.C.P.R.);

COMMENCING for reference at the southeast corner of said 4.3443 acre tract, same being the northeast corner of Restricted Reserve "B" of said Teal Run Section Ten, and the southwest corner of that certain called 0.2307 acre tract conveyed to Fort Bend County, by instrument of record in File Number 2019018547, F.B.C.O.P.R.;

Thence, North 00° 11' 32" East, along the common line of said 4.3443 acres and said 0.2307 acre tract, 99.34 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North 89° 48' 28" West, departing said common line, 35.00 feet to a point for corner;

Thence, North 00° 11' 32" East, 20.00 feet to a point for corner;

Thence, South 89° 48' 28" East, 35.00 feet to a point for corner, on the common line of said 4.3443 acres and said 0.2307 acre tract;

0.0161 Acre

March 28, 2024
Job No. LJAS001-0254-2403

Thence, South 00° 11' 32" West, along said common line, 20.00 feet to the POINT OF BEGINNING and containing 0.0161 acre (700 square feet) of land.

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

LJA Surveying, Inc.



3-28-2024

