

**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.**

**PUBLIC DRAINAGE EASEMENT**

**STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF GALVESTON**

That **TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation owning real property in Galveston County Texas (Grantor(s)) for good and valuable consideration, the receipt and sufficiency for which is hereby acknowledged and accepted does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the **GALVESTON COUNTY DRAINAGE DISTRICT No. 2, a political subdivision of the State of Texas, and its successors and assigns**("Grantee") is successors or assigns the following described free and permanent easement and right of way upon, over, across, under and along the following described certain tract of land situated in Hidalgo County, Texas as follows, to wit:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN AT THIS POINT FOR ALL PURPOSES.**

(the "Easement") for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage pipe and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or floodwater, (the "Facilities") together with free ingress and egress at all reasonable times to and from the Easement for the purpose of doing and performing or having performed, any and all acts and functions for the orderly constructing, reconstructing, excavating, digging maintaining, and operating the Facilities together with any and all other functions and acts incident to the constructing, reconstructing, excavating, digging, maintaining, and operating the Facilities, upon, over, under across, and along the Easement.

Grantee shall have the right of ingress, egress, entry and access in, to, though, on, over, under, across and along the Easement and where same intersect any public road or public right of way or other easement to which Grantee has the right to access and along any roads designated by Grantor(s), for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement.

TO HAVE AND TO HOLD, the Easement, with the right of ingress and egress thereto, together with all and singular the rights and appurtenances thereto, any wise belonging unto the said Grantee, its successors and assigns forever; and Grantor(s) does hereby bind itself, its successors and assigns, to warranty and to defend all and singular the Easement premises unto the Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim same or any part thereof.

Grantor(s) represents and warrants it is the sole owner and holds fee simple title to the property on which the Easement is located. Grantor(s) has the unrestricted rights and authority and has taken all necessary action to authorize Grantor(s) to execute the easement and to grant to Grantee the rights granted hereunder.

This Easement will be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns. The parties intend that this easement creates a valid and present interest in the property on which the easement is located in favor of Grantee and therefore this easement will be deemed an interest in and encumbrance upon the property on which the easement.

Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Easement and all transactions contemplated by this Easement.

This Easement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Easement.

If any provision in this Easement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Easement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

This Easement may only be modified in a separate writing signed by both parties. This Easement shall be governed by and construed under the laws of the State of Texas excluding any choice of law provisions thereof.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION,  
a Texas non-profit corporation**

**BY:** \_\_\_\_\_  
**NAME:** Mark Ciavaglia  
**TITLE:** President

**ACKNOWLEDGMENT**

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF GALVESTON       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Mark Ciavaglia, President of **TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation.**

\_\_\_\_\_  
Notary Public in and for  
The State of TEXAS

**GRANTEE’S MAILING ADDRESS:**  
Galveston County Drainage District No. 2  
5000 Texas Avenue  
La Marque, Texas 77591

**AFTER RECORDING, RETURN TO:**  
City of Texas City  
1801 - 9th Avenue North  
Texas City, Texas 77590  
Attention: City Attorney’s Office