

SANITARY SEWER EASEMENT
(0.8232 Acres)

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 GALVESTON §

THAT Dickinson ISD, ("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 the City of Texas City, 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 force main lines and all related connections and appurtenances (collectively, the "Facilities") across, along, under, over, upon and through that certain tract of land located in Galveston County, Texas, containing 0.8232 acres, as more particularly described in **Exhibit A** and shown in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee, its agents and contractors, 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, that 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, that 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, (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 over the Facilities constructed under the Easement Tract. If Grantor constructs, places, installs, or permits any construction, placement, or installation 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 obstructions, at Grantor's sole cost and expense without any obligation to restore the same or any liability to Grantor.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

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 Galveston 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 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.

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 Galveston 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 7800 Emmett F. Lowry Expressway, Texas City, Texas 77592.

[Signature pages follow this page.]

EXECUTED this 10 day of January, 2023

GRANTOR:

Dickinson I.S.D.
a _____

By: _____
Name: Corey Magliolo
Title: Board President

STATE OF TEXAS §
 §
COUNTY OF Galveston §

This instrument was acknowledged before me on this 10 day of January, 2023 by Corey Magliolo, Board President of Dickinson I.S.D., a Trustee on behalf of said District.



(NOTARY SEAL)

Rachel L. Baker
Notary Public, State of Texas

After recording, please return to:

Jessica Holoubek
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

STATE OF TEXAS §

COUNTY OF GALVESTON §

A **METES & BOUNDS** description of a certain 0.8232 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of a called 36.786 acre tract of land conveyed to Dickinson ISD recorded under Clerk's File No. 2020025738 of the Galveston County Official Public Records of Real Property (GCOPRRP); said 0.8232 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 5/8-inch iron rod with Jones|Carter cap in the westerly line of said 36.786 acre tract and being at the most easterly corner of a called 40.66 acre tract conveyed to Texas City 45 Partners, LLC recorded under Clerk's File No. 2018061826 of the GCOPRRP, common with the southeasterly corner of a called 3.1 acre tract of land conveyed to Texas City 45 Partners, LLC recorded under Clerk's File No. 2018061846 of the GCOPRRP, common with the northerly corner of a called 5.000 acre tract of land conveyed to Demontrond Motor Corporation recorded under Clerk's File No. 2000041886 of the GCOPRRP;

THENCE, North 02 degrees 53 minutes 03 seconds West, along the westerly line of said 36.786 acre tract, common with the easterly line of said 3.1 acre tract, a distance of 1067.09 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 02 degrees 53 minutes 03 seconds West, continuing along said common line, a distance of 25.00 feet to a point for corner at the northwesterly corner of said 36.786 acre tract, common with the northeasterly corner of said 3.1 acre tract, common with the southeasterly corner of a called 489.39 acre tract conveyed to Texas City 490, LTD recorded under Clerk's File No. 2006002513 of the GCOPRRP, common with the southwestly corner of a called 170.390 acre tract (Tract A) conveyed to Rainsong Partnership, LLC recorded under Clerk's File No. 2017051609 of the GCOPRRP;

THENCE, North 87 degrees 09 minutes 42 seconds East, along the northerly line of said 36.786 acre tract, common with the southerly line of said 170.390 acre tract (Tract A), a distance of 172.30 feet to a found 5/8-inch iron rod and the beginning of a curve to the right;

THENCE, continuing along said common line and with the arc of said curve to the right having a radius of 1850.00 feet, a central angle of 38 degrees 27 minutes 07 seconds, an arc length of 1241.56 feet, and a long chord bearing South 73 degrees 36 minutes 44 seconds East, a distance of 1218.39 feet to a point for corner;

THENCE, South 54 degrees 24 minutes 00 seconds East, along the northerly line of said 36.786 acre tract, common with the southerly line of said 170.390 acre tract (Tract A) and the southerly right-of-way line of Central Park Boulevard (100' right-of-way) recorded under Document No. 2021058058 of the Galveston County Map Records (GCMR), a distance of 27.92 feet to a point for corner in the southerly right-of-way line of said Central Park Boulevard and being the northeasterly corner of said 36.786 acre tract, common with the northwesterly corner of Restricted Reserve "G" of the Rainsong Section 3 recorded under Document No. 2006050935 of the GCMR;

THENCE, South 31 degrees 06 minutes 53 seconds West, along the southeasterly line of said 36.786 acre tract, common with the northwesterly line of said Restricted Reserve "G", a distance of 25.08 feet to a point for corner;

THENCE, leaving said common line, over and across said 36.786 acre tract, the following three (3) courses and distances:

1. North 54 degrees 24 minutes 00 seconds West, a distance of 29.89 feet to a point for corner and the beginning of a curve to the left;
2. Along the arc of said curve to the left having a radius of 1825.00 feet, a central angle of 38 degrees 27 minutes 07 seconds, an arc length of 1224.78 feet, and a long chord bearing North 73 degrees 36 minutes 44 seconds West, a distance of 1201.93 feet to a point for corner;
3. South 87 degrees 09 minutes 42 seconds West, a distance of 172.28 feet to the **POINT OF BEGINNING, CONTAINING 0.8232 acres** of land in Galveston County, Texas, as shown on drawing number 16990 in the Offices of Jones|Carter in Bellaire, Texas.

Jones|Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
Texas Board of Professional Land Surveying
Registration No. 10046100


Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@jonescarter.com



EXHIBIT B

CALLLED 170.390 ACRES
(TRACT A)
TO RAINSONG PARTNERSHIP, LLC
C.F. NO. 2017251609
GCOPRRP

ACCESS
EASEMENT
C.F. NO. 2020025741

PROPOSED
0.8232 ACRE
SANITARY SEWER
EASEMENT

CALLLED 36.786 ACRES
TO DICKINSON ISD
C.F. NO. 2020025738
GCOPRRP

COBBLESTONE SECTION ONE
RESTRICTED RESERVE "G"
DOC. NO. 20180338282
GCMR

CENTRAL PARK
BOULEVARD
(100' ROW)
DOC. NO. 20210380558
GCMR

RAINSONG SECTION J
RESTRICTED RESERVE "G"
DOC. NO. 2008050935
GCMR



Jeromy Alvin Chandler
Registered Professional Land Surveyor No. 5755
jchandler@jonescarter.com

Subject to the General Notes shown:
Date of Plat or Map: January 31, 2022

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2. A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS AVAILABLE IN THE OFFICES OF JONES/CARTER IN BELLAIRE, TEXAS.
3. THE ACREAGE TOTALS AS SHOWN HEREON IS BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THIS SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO POSITION ACCURACY OF THE BOUNDARY MONUMENTS SHOWN HEREON.

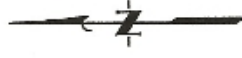
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1850.00'	1241.56'	1218.39'	S 73°36'44" E	38°27'07"
C2	1825.00'	1224.78'	1201.93'	N 73°36'44" W	38°27'07"

LINE	BEARING	DISTANCE
L1	N 02°53'03" W	1087.09'
L2	N 02°53'03" W	25.00'
L3	N 87°09'42" E	172.30'
L4	S 54°24'00" E	27.92'
L5	S 31°06'53" W	25.08'
L6	N 54°24'00" W	29.89'
L7	S 87°09'42" W	172.28'

LEGEND:

CLERK'S FILE DOCUMENT FOUND
GALVESTON COUNTY MAP RECORDS
GALVESTON COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
IRON ROD NUMBER
POINT OF BEGINNING
POINT OF COMMENCING
RIGHT-OF-WAY

GCOPRRP
IR
NO
POB
POC
ROW



NORTH
SCALE: 1" = 60'

EXHIBIT
OF A
0.8232 ACRE SANITARY
SEWER EASEMENT
IN THE
WILLIAM K WILSON SURVEY, A-208
GALVESTON COUNTY, TEXAS
JANUARY 2022
SHEET 2 OF 2



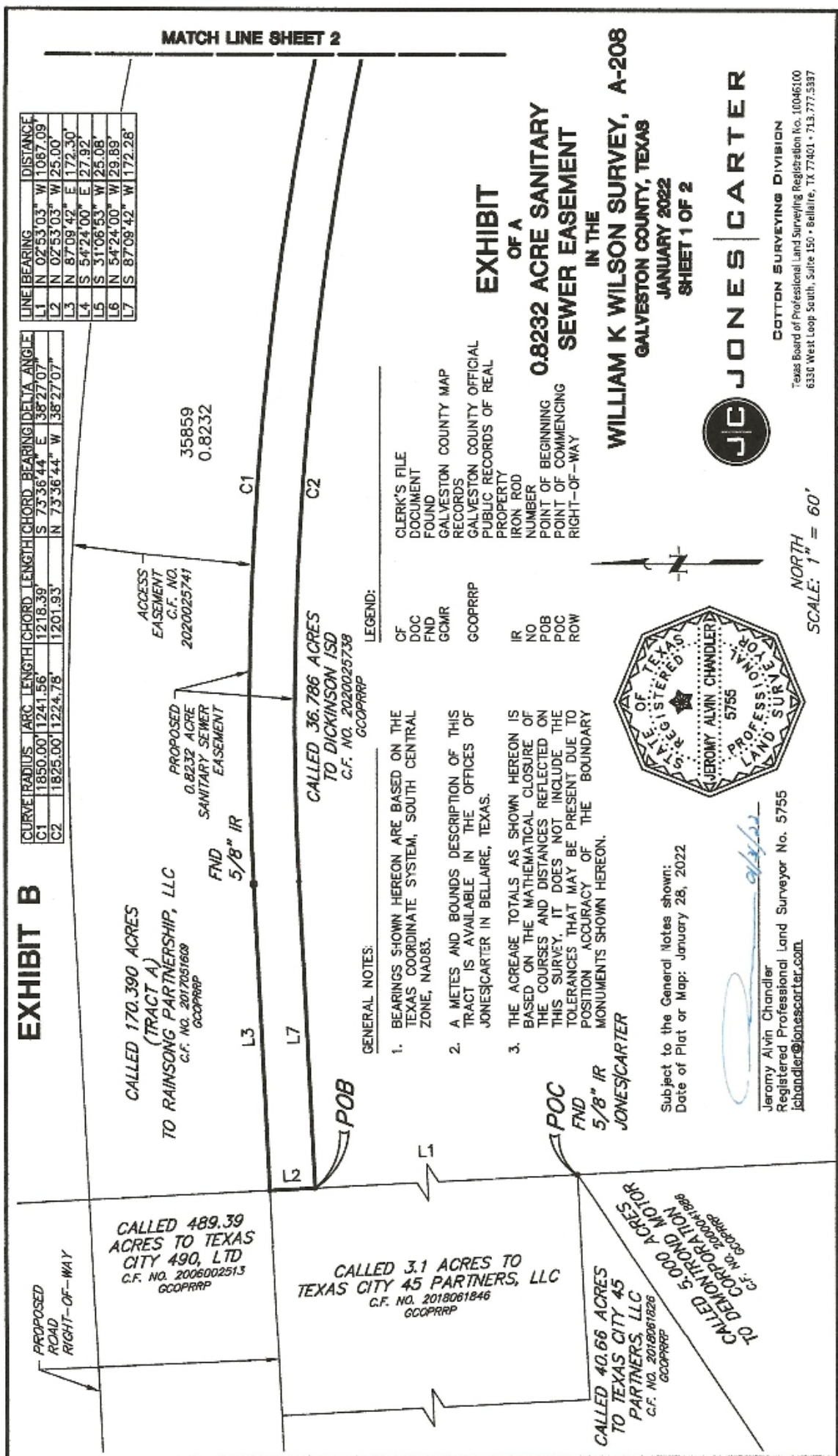
GOTTON SURVEYING DIVISION
Texas Board of Professional Land Surveying Registration No. 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713-777-3337

DWG. No. 16990

JOB No. 12575-0008-00

JAC/AV

MATCH LINE SHEET 1



CURVE/RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1850.00'	1241.56'	S 75°36'44" E	38°27'07"
C2	1825.00'	1224.78'	N 75°36'44" W	38°27'07"

LINE	BEARING	DISTANCE
L1	N 02°53'03" W	1067.09'
L2	N 02°53'03" W	25.00'
L3	N 87°09'42" E	172.30'
L4	S 54°24'00" E	27.92'
L5	S 31°08'53" W	25.08'
L6	N 54°24'00" W	29.89'
L7	S 87°09'42" W	172.28'

EXHIBIT B

35859
0.8232

PROPOSED
0.8232 ACRE
SANITARY SEWER
EASEMENT
FND
5/8" IR

CALLED 170.390 ACRES
(TRACT A)
TO RAINSONG PARTNERSHIP, LLC
C.F. NO. 2017031608
GCOPRRP

CALLED 36.786 ACRES
TO DICKINSON ISD
C.F. NO. 2020025738
GCOPRRP

CALLED 489.39 ACRES
TO TEXAS CITY 490, LTD
C.F. NO. 2006002513
GCOPRRP

CALLED 3.1 ACRES TO
TEXAS CITY 45 PARTNERS, LLC
C.F. NO. 2018061846
GCOPRRP

CALLED 40.66 ACRES
TO TEXAS CITY 45
PARTNERS, LLC
C.F. NO. 2018061826
GCOPRRP

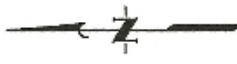
CALLED 5.000 ACRES
TO DEMONTROND MOTOR
CORPORATION
C.F. NO. 2000018288
GCOPRRP

CLERK'S FILE
DOCUMENT
FOUND
GALVESTON COUNTY MAP
RECORDS
GALVESTON COUNTY OFFICIAL
PUBLIC RECORDS OF REAL
PROPERTY
IRON ROD
NUMBER
POINT OF BEGINNING
POINT OF COMMENCING
RIGHT-OF-WAY

LEGEND:
OF
DOC
FND
GCMR
GCOPRRP
IR
NO
POB
POC
ROW

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EXHIBIT
OF A
0.8232 ACRE SANITARY
SEWER EASEMENT
IN THE
WILLIAM K WILSON SURVEY, A-208
GALVESTON COUNTY, TEXAS
JANUARY 2022
SHEET 1 OF 2



Subject to the General Notes shown:
Date of Plat or Map: January 28, 2022

Jeremy Alvin Chandler
Registered Professional Land Surveyor No. 5755
jchandler@jonescarter.com



COTTON SURVEYING DIVISION
Texas Board of Professional Land Surveying Registration No. 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

NORTH
SCALE: 1" = 60'

DWG. No. 16990

JAC/jv JOB No. 12575-0008-00

