

**SANITARY SEWER EASEMENT  
(0.3818 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 **South Point Estates Property Owners Association, Inc**, ("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 0.3818 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 17th day of April, 2023

GRANTOR:

South Point Estates Property Owners Association, Inc,  
a Texas Non-Profit Corporation

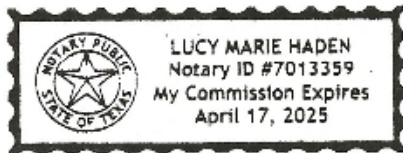
By: *Diane Beleski*  
Name: Diane Beleski  
Title: President

STATE OF TEXAS                   §  
  §  
COUNTY OF Galveston       §

This instrument was acknowledged before me on this 17th day of April, 2023, by Diane Beleski, President, Board of Directors of South Point Estates Property Owners Assoc., Inc, a Texas Non-Profit Corporation, on behalf of said South Point Estates Property Owners Assoc., Inc.

*Lucy Marie Haden*  
Notary Public, State of Texas

(NOTARY SEAL)



**Attachment[s]:**

Exhibit A - Description and Sketch of Easement Tract

**After recording, please return to:**

Jessica Holoubek

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Sanitary Sewer Easement  
0.3818 Acre

# Exhibit A

William K Wilson Survey  
Abstract No. 208

STATE OF TEXAS §

COUNTY OF GALVESTON §

A **METES & BOUNDS** description of a certain 0.3818 acre tract of land situated in the William K Wilson Survey, Abstract No. 208 in Galveston County, Texas, being out of Reserve "A" of the South Point Estates, Section 2 Phase 2B recorded under Document No. 2004062693 of the Galveston County Map Records and rights to said Reserves given to South Point Estates Association recorded under Clerk's File No. 2004074258 of the Galveston County Official Public Records of Real Property; said 0.3818 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 Geo cap at the most westerly northwest corner of Lot 1, Block 5 of said South Point Estates, Section 2 Phase 2B and being in the easterly right-of-way line of Kingfish Road (60' right-of-way);

THENCE, South 02 degrees 00 minutes 26 seconds East, along the westerly line of said Lot 1, common with the easterly right-of-way line of said Kingfish Road, a distance of 94.90 feet to a found 5/8-inch iron rod with Geo cap at the southwest corner of said Lot 1, common with the northwesterly corner of said Reserve "A";

THENCE, South 02 degrees 00 minutes 26 seconds East, along the westerly line of said Reserve "A", common with the easterly right-of-way line of said Kingfish Road, a distance of 55.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE, North 87 degrees 15 minutes 41 seconds East, leaving said common line, over and across said Reserve "A", a distance of 833.49 feet to a point for corner in the easterly line of said Reserve "A", common with the westerly right-of-way line of Redfish Drive (60' right-of-way);

THENCE, South 08 degrees 40 minutes 06 seconds West, along said common line, a distance of 20.40 feet to a point for corner;

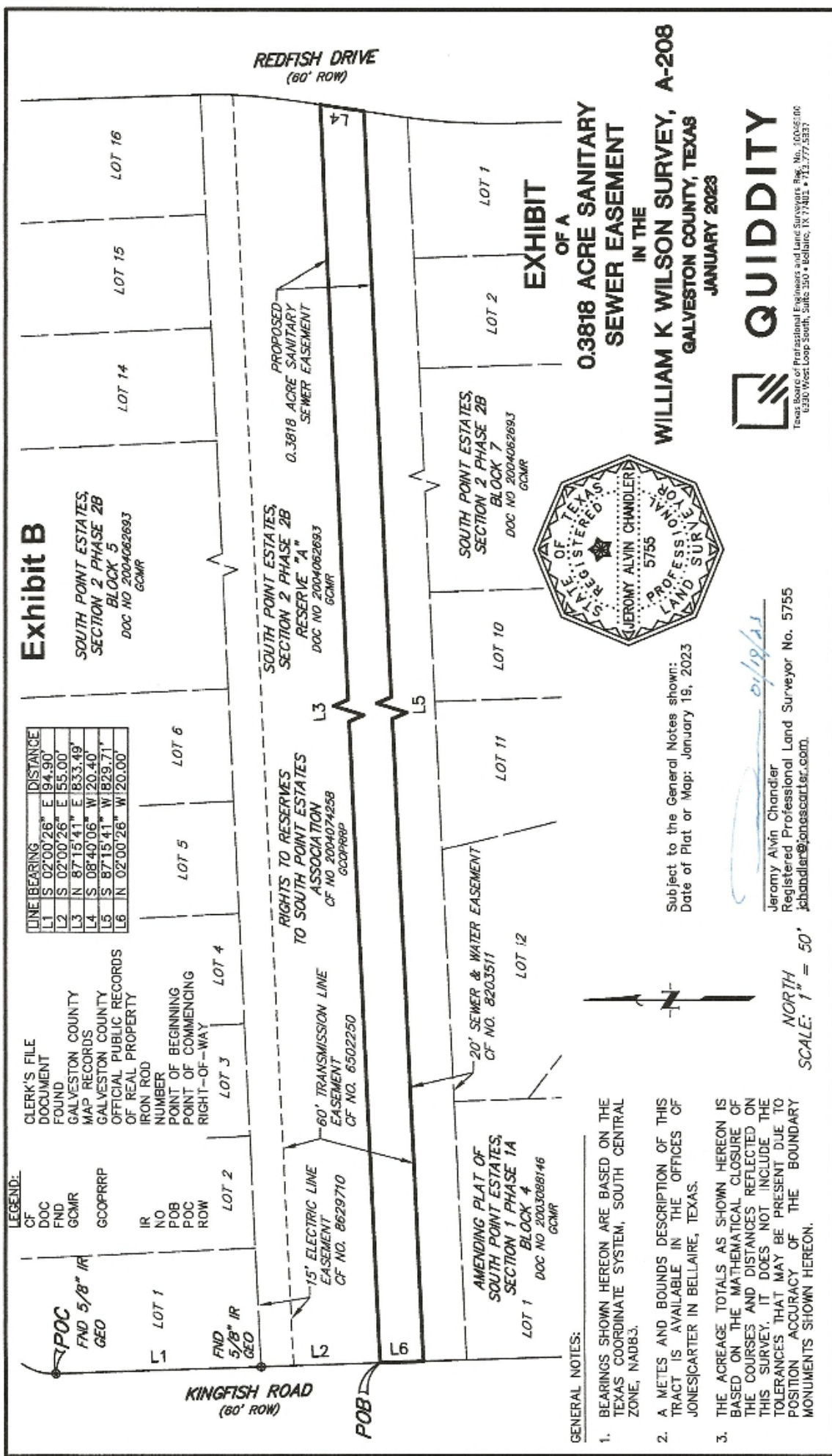
THENCE, South 87 degrees 15 minutes 41 seconds West, leaving said common line, over and across said Reserve "A", a distance of 829.71 feet to a point for corner in the westerly line of said Reserve "A", common with the easterly right-of-way line of said Kingfish Road;

THENCE, North 02 degrees 00 minutes 26 seconds West, along said common line, a distance of 20.00 feet to the **POINT OF BEGINNING**, CONTAINING 0.3818 acres of land in Galveston County, Texas, as shown on drawing number 18287 in the Offices of Quiddity in Bellaire, Texas.

Quiddity  
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



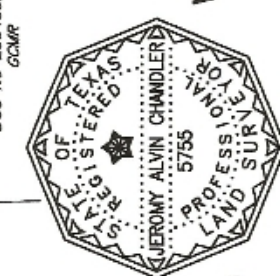


**Exhibit B**

SOUTH POINT ESTATES, SECTION 2 PHASE 2B BLOCK 5  
DOC NO. 2004062693  
GCMR

SOUTH POINT ESTATES, SECTION 2 PHASE 2B RESERVE "A"  
DOC NO. 2004062693  
GCMR

SOUTH POINT ESTATES, SECTION 2 PHASE 2B BLOCK 7  
DOC NO. 2004062693  
GCMR



**GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS AVAILABLE IN THE OFFICES OF JONES CARTER IN BELLAIRE, TEXAS.
- 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.

Subject to the General Notes shown:  
Date of Plat or Map: January 19, 2023

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



**QUIDITY**  
Texas Board of Professional Engineers and Land Surveyors Reg. No. 16366-06  
4250 West Loop South, Suite 350 • Dallas, TX 75241 • 214.777.5337

**EXHIBIT OF A**  
**0.3818 ACRE SANITARY SEWER EASEMENT IN THE**  
**WILLIAM K WILSON SURVEY, A-208**  
**GALVESTON COUNTY, TEXAS**  
**JANUARY 2023**

NORTH  
SCALE: 1" = 50'