

PERMANENT SANITARY SEWER EASEMENT

This Permanent Sanitary Sewer Easement is made and entered into by and between the Dickinson Water Control and Improvement District ("Grantor"), a political subdivision of the State of Texas, and the City of League City, Texas ("Grantee"), a Texas home-rule municipality.

RECITALS

WHEREAS, Grantor is the owner of that certain 20-foot wide easement ("Existing Easement") located along the north right-of-way line of FM 517 West, as more particularly described in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, Grantee desires to operate, maintain, repair, replace, and upgrade its 8-inch sanitary sewer line and related appurtenances ("Facilities") currently located within the Existing Easement;

WHEREAS, Grantor has agreed to grant to Grantee a permanent easement within a portion of the Existing Easement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee the following easement:

1. Grant of Easement

Grantor does hereby GRANT, SELL, and CONVEY to Grantee a permanent easement ("Easement") over, across, and within the portion of the Existing Easement described and depicted in Exhibit "A" ("Easement Area"), for the purposes of operating, maintaining, repairing, replacing, inspecting, upgrading, and using the Facilities.

2. Rights of Grantee

Grantee shall have the right to: (a) Access the Easement Area at any time for the purposes herein; (b) Install, repair, replace, relocate, maintain, and upgrade the Facilities within the Easement Area; (c) Remove any obstructions that interfere with the use and enjoyment of the Easement, provided that Grantee shall use reasonable efforts to minimize disruption; (d) Upsize the Facilities as needed up to a 12-inch diameter line.

3. Use by Grantor

Grantor reserves the right to use the Easement Area for any purpose not inconsistent with Grantee's rights herein granted, provided such use does not interfere with or endanger the Facilities.

4. Relocation

In the event that Grantor reasonably determines that the Facilities materially interfere with the maintenance, repair, or replacement of Grantor's existing or future facilities located within the Existing Easement, Grantee shall relocate its Facilities within the Easement Area or elsewhere at its sole cost and expense, upon reasonable notice.

5. Term

The Easement granted herein is perpetual.

6. Indemnification

To the extent permitted by law, Grantee shall indemnify and hold Grantor harmless from and against any claims, damages, or liabilities arising from Grantee's use of the Easement Area, except to the extent caused by the negligence or willful misconduct of Grantor.

7. Governing Law

This Easement shall be governed by and construed in accordance with the laws of the State of Texas.

8. Binding Effect

This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED this ___ day of _____, 2026.

GRANTOR:

Dickinson Water Control and Improvement District

By:  Name: Ron Morales Title: Board President

GRANTEE:

City of League City, Texas

By: _____ Name: John Baumgartner Title: City Manager

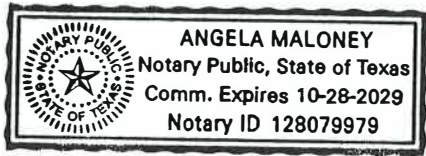
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 20th day of April, 20²⁶, by Ron Morales, Board President [Title], of Dickinson Water Control and Improvement District, on behalf of said district.

Notary Public, State of Texas



Angela Maloney

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ___ day of _____, **2026**, by John Baumgartner, City Manager of the City of League City, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT "A" (Legal Description and/or Map of Easement Area)

EASEMENT AND RIGHT OF WAY

BOOK 2353 PAGE 813

THE STATE OF TEXAS
COUNTY OF GALVESTON

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BELL CONSTRUCTION COMPANY, a Texas Business Corporation,

hereinafter called 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 is hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY, subject to the provisions herein, unto GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, hereinafter called Grantee, a governmental body, it's successors and assigns, a perpetual twenty foot easement and right of way for the purpose of constructing, maintaining, reconstructing, repairing, relocating and removing of a sanitary sewage line, over and across the following described property in Galveston County, Texas; to-wit:

A Twenty (20) foot easement across Lot Fifteen-A (15-A), of the PERRY AND AUSTIN UPPER LEAGUE, A-19, Galveston County, Texas; said Twenty (20) foot wide easement being parallel with and immediately adjacent to the northerly right of way line of Farm to Market Road 517.

C.F.P.
BOOK 2353 PAGE 814

The Grantor reserves unto himself, or the owner of record all oil, gas, and other minerals in, on, and under said property. Grantor further reserves unto himself, his heirs and assigns, the right to use the surface in any manner which will not interfere with the rights herein granted to Grantee, including the right to install and maintain roadways and utility lines across such easement, however Grantor, his heirs, executors, and assigns shall not have any right to construct or install any permanent building or structure on said easement.

TO HAVE AND TO HOLD THE right of way and easement unto Grantee, it's successors and assigns to be used for the purposes herein provided, and Grantor hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular said premises and rights herein granted unto the Grantee herein, it's successors and assigns, agents, any and every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 19th day of January, 1972.

BELL CONSTRUCTION COMPANY

BY: C. C. Bell Jr.
C. C. BELL, JR. Grantor
President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. C. BELL, JR., President, of BELL CONSTRUCTION COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BELL CONSTRUCTION COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of January, A. D., 1972.

Jean Marshall
Notary Public in and for
Harris County, Texas

JEAN MARSHALL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973



BELL CONSTRUCTION COMPANY, A
Texas Business Corporation

TO

GALVESTON COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER 1

*Right of Freeway
Easement*

EASEMENT AND RIGHT-OF-WAY

FILED FOR RECORD

at 3:10 o'clock P M

APR 4 1973

GERTRUDE MCKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS

Hyacinth Deputy

LAW OFFICES OF
JOSEPH F. MOLLOY
2822 MAIN STREET
DICKINSON, TEXAS 77539

STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
County, Texas as stamped herein by me.
APR 4 1973
Gertrude McKenna
COUNTY CLERK GALVESTON COUNTY TEXAS



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DEED

82827

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS
COUNTY OF GALVESTON

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SAM R. TERMINI and wife, MATHILDE N. TERMINI

and VIDA N. ZAGONE

hereinafter called 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 is hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY, subject to the provisions herein, unto GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, hereinafter called Grantee, a governmental body, it's successors and assigns, a perpetual twenty foot easement and right of way for the purpose of constructing, maintaining, reconstructing, repairing, relocating and removing of a sanitary sewage line, over and across the following described property in Galveston County, Texas; to-wit:

A Twenty (20) foot easement across the West Half (W- $\frac{1}{2}$) of Lot Fifteen-B (15-B), of the Perry and Austin Upper League, A-19, Galveston County, Texas; said Twenty (20) foot wide easement being parallel with and immediately adjacent to the northerly right of way line of Farm to Market Road 517.

BOOK 2553 PAGE 832

The Grantor reserves unto himself, or the owner of record all oil, gas, and other minerals in, on, and under said property. Grantor further reserves unto himself, his heirs and assigns, the right to use the surface in any manner which will not interfere with the rights herein granted to Grantee, including the right to install and maintain roadways and utility lines across such easement, however Grantor, his heirs, executors, and assigns shall not have any right to construct or install any permanent building or structure on said easement.

TO HAVE AND TO HOLD THE right of way and easement unto Grantee, it's successors and assigns to be used for the purposes herein provided, and Grantor hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular said premises and rights herein granted unto the Grantee herein, it's successors and assigns, agents, any and every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 22nd day of January, 1975.

Sam R. Termini
SAM R. TERMINI Grantor

Mathilde N. Termini
MATHILDE N. TERMINI Grantor

Vida N. Zagone
VIDA N. ZAGONE Grantor

DEED
BOOK 2353 PAGE 833

BOOK 2353 PAGE 834

THE STATE OF TEXAS ()
COUNTY OF GALVESTON)

BEFORE ME, the undersigned authority, on this day personally appeared SAM R. TERMINI and wife, MATHILDE N. TERMINI, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of January, A. D., 1973.

Kathryn Lohrop Gaudelock
NOTARY PUBLIC IN AND FOR
GALVESTON COUNTY, TEXAS

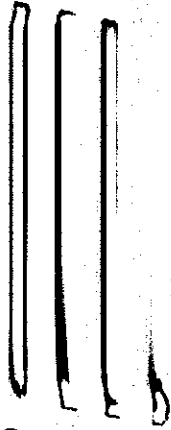
THE STATE OF LOUISIANA ()
PARISH OF CADDO)

BEFORE ME, the undersigned authority, on this day personally appeared VIDA N. ZAGONE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of February, 1973.

Thomas P. Fitzgerald
NOTARY PUBLIC IN AND FOR
CADDO PARISH, LOUISIANA

THOMAS P. FITZGERALD
NOTARY PUBLIC IN AND FOR CADDO PARISH, LA
MY COMMISSION IS PERMANENT



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82827

SAM B. TERMINI, ET AL

TO

GALVESTON COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT
NUMBER ONE

Walter Freeman

Sever

EASEMENT AND RIGHT OF WAY

FILED FOR RECORD

at 2:10 o'clock P M

APR 4 1973

CERTI K O J E MCKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
By Sylvia M. Muesel Deputy

~~MOLLOY & COLE~~
ATTORNEYS AT LAW
2812 MAIN STREET
DICKINSON, TEXAS 77539

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me.



APR 4 1973

Certile McKenna

COUNTY CLERK, Galveston County, Texas

EXHIBIT A - MAP OF EASEMENT AREA

