



Grantor is retaining title, that are presently existing upon, over, across, and under the property in said Exhibit "A".

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance or other work on facilities owned and operated by either Grantor or the State of Texas within the area described on EXHIBIT "A", where such work will disturb, detrimentally affect, or significantly interfere with the facilities or responsibilities of either party, a minimum of 30 days written notice will be given the other party before such work is undertaken, unless an emergency situation occurs that requires immediate action. If immediate action is required, the other party will be notified promptly.

To the extent permitted by the laws and Constitution of the State of Texas, TxDOT agrees that all of its equipment, material, signs, lighting or landscaping, located temporarily or permanently on the property described in EXHIBIT "A", shall not interfere with utility's facilities and the State of Texas assumes liability of its equipment and any damage it may cause.

STATE OF TEXAS ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. STATE OF TEXAS EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND STATE OF TEXAS ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE VALUE, ENVIRONMENTAL AND PHYSICAL CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND THAT THE STATE OF TEXAS HAS RELIED EXCLUSIVELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY IN DECIDING TO ACQUIRE THE RIGHTS GRANTED HEREUNDER.

TO HAVE AND TO HOLD the easement described in EXHIBIT "A" and herein conveyed together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the State of Texas forever; and Grantor hereby binds itself, its successors or assigns, to Warrant and Forever Defend, all and singular, the said easement unto the State of Texas and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

*(Signature Page to Follow)*

GRANTOR:

Galveston County, Texas, a Texas political subdivision

By: [Signature]  
Printed Name: Mark Henry  
Title: County Judge  
Date: June 22, 2026

**Corporate Acknowledgment**

State of Texas

County of GALVESTON

This instrument was acknowledged before me on JUNE 22, 2026 by MARK HENRY, COUNTY JUDGE of Galveston County, Texas, a Texas political subdivision. The acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

[Signature]  
Notary Public's Signature

