

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.

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS §
COUNTY OF GALVESTON § KNOW ALL MEN BY THESE PRESENTS:

That, **GALVESTON COUNTY, TEXAS, a Texas political subdivision**, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of **ONE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 33/100 DOLLARS (\$1,257.33)** to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement in, along, upon and across the property which is situated in the County of Galveston, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantor has this day granted and conveyed and by these presents does grant and convey unto the State of Texas any and all improvements presently existing upon the property in said Exhibit "A".

It is hereby understood and by the acceptance of this instrument it is recognized that Grantor retains title to all of the oil, gas and sulphur and other mineral interests in and under said land, but waives any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for the exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the highway right of way including the property described in said Exhibit "A" and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing herein shall affect the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road-building materials upon, in, and under said land for the construction and maintenance of the State Highway System of Texas, except where the taking of road-building materials would interfere with the reasonable use of Grantor's improvements to which

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: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me on _____, 2026 by
_____, _____ 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.

Notary Public's Signature