

EASEMENTGF: 1299997
Stewart Title Company
Callegari Law FirmSTATE OF TEXAS §
§
COUNTY OF WALLER §

THAT, **MICHAEL G. MORROW, SR.**, herein called Grantor(s), whose principal address is **35593 FM 1736, HEMPSTEAD, TEXAS 77445** for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by **GILBREATH & COMPANY**, herein called Grantee, whose principal address is **P.O. BOX 1264, FRIENDSWOOD, TEXAS 77549**, has GRANTED, SOLD, AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantee, its successors and assigns, an EASEMENT, with its rights and privileges, for the purpose of constructing, maintaining, operating, rebuilding, replacing, relocating, and removing one or more advertising signs and structures thereon, including supporting structures, illuminations facilities and connections, service ladders and other appurtenances thereon, with necessary electrical utility services poles and lines, to-wit:

Being a certain tract or parcel of land containing 0.0735 acres of land (3,200 square feet) being a 40' by 80' tract for a sign, out of a called 1.1332 acre tract of land described in a deed to Michael G. Morrow, recorded in Volume 442, Page 374 of the Waller County Deed Records (W.C.D.R.), said tract further described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Grantee shall also have rights of ingress and egress to and from said easement, with electrical, telecommunication, cable and/or other utility lines or supporting structures for same, together with reasonable working space, for purpose of access over and across the following described tract:

Being all that certain Lot, Tract or Parcels of land known as a 1.1332 acre tract of land described in a deed to Michael G. Morrow, recorded in Volume 442, Page

374 of the Waller County Deed Records (W.C.D.R.), said tract further described on Exhibit "B" attached hereto and made a part hereof for all purposes.

Grantor warrants that Grantor is the fee simple owner of the above-described real estate and has full authority to execute this document.

All signs structures and improvements placed, replaced, repaired, relocated or operated on the premises by and for the Grantee shall remain the property of the Grantee, its successors or assigns. Grantee, its agents or assigns, at its own cost and expense, shall obtain all necessary permits for construction and maintenance of Grantee's sign. All such permits shall remain the property of the Grantee, its successors or assigns. Grantee shall be responsible for all personal property taxes assessed against Grantee's sign structure. Grantor grants Grantee the right to modify the sign structure to accommodate, without limitation, the ability to receive or broadcast telephone, cable, radio, television, broadband, light emitting diode or other forms of communications.

Grantor grants and consents to Grantee the right to reasonably locate the sign structure on the easement site to achieve optimum visibility to the traveling public. Grantee shall have the right to trim, cut, or remove bush, trees, shrubs, or any vegetation or obstruction of any kind which may limit the visibility of the sign to the traveling public, including, but not limited to, vegetation that may encroach upon the easement area or the property described in Exhibit "B".

This easement shall be perpetual and assignable.

The easement, rights and privileges granted by this conveyance are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the property.

Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement areas described above for any and all purposes that do not interfere with and prevent Grantee's use of the Easement for the purposes stated herein. Without limiting the foregoing,

Grantor, including Grantor's successors and assigns, shall be entitled to construct improvements on the existing concrete slab located within the easement areas described above, provided however, Grantor, including Grantor's successors and assigns, shall not allow the construction of any improvements in such areas that would in any way interfere with the access to, use of, or visibility of Grantee's sign structures. Grantor shall not cause nor permit any advertising signs other than Grantee's to be erected or placed on the property of the Grantor that may hinder visibility to the billboard sign. Without limiting the foregoing, Grantor may construct an on-premise sign so long as such signage does not in any way impair the visibility of Grantee's sign structure. It is the understanding of the parties that visibility of Grantee's sign to the freeway traveling public is the essence of this Easement and forms the significant element of consideration.

This Easement, with its rights and privileges, in the event of property condemnation or eminent domain taking, shall extend to an area of like dimensions upon Grantor's remaining property so described in Exhibit "B". Grantor and Grantee agree that such area will be established subject to the mutual consent of Grantor and Grantee, which such consent shall not be unreasonably withheld. Such relocation shall not interfere with the vehicular access to and from the property and the adjoining right of way or the existing building improvements as determined in the sole opinion of the Grantee.

TO HAVE AND HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind himself and his successors, heirs, assigns and legal representatives, to warrant and forever defend all and singular the above described easement and

rights unto said Grantee, it successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 29th day of September, 20 21.

By: [Signature]
MICHAEL G. MORROW, SR.

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day, personally appeared **MICHAEL G. MORROW, SR.**, and known to me/proved to me through Driver's License, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacities therein stated, and/or on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 29th day of September, 2021.

[Signature]
Notary Public, State of Texas

My commission expires: 5-15-2025

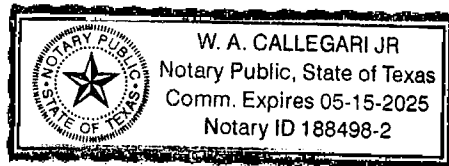


EXHIBIT A

SEPTEMBER 15, 2021

METES AND BOUNDS DESCRIPTION
OF A 0.0735 ACRE, 3200 SQ.FT, 40'X80' TRACT IN THE JAMES BELL SURVEY, A-12
WALLER COUNTY, TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.0735 ACRES, 3200 SQ. FT. OF LAND IN THE JAMES BELL SURVEY, A-12, WALLER COUNTY, TEXAS, BEING A 40'X80' TRACT FOR A SIGN, OUT OF A CALLED 1.1332 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MICHAEL G. MORROW, RECORDED IN VOLUME 442, PAGE 374 OF THE WALLER COUNTY DEED RECORDS, (W.C.D.R.), SAID TRACT FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A1/2 INCH IRON ROD, (PRECISION SURVEYING ROD) FOUND ON THE EAST RIGHT OF WAY, (R.O.W.) LINE OF STATE HIGHWAY 6, MARKING AN ANGLE POINT IN THE WEST BOUNDARY LINE OF SAID 1.1332 ACRE PARENT TRACT, (FOR REFERENCE, A ½ INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF THE CALLED 1.1332 ACRE TRACT BEARS: S 6°58'45"W, 64.00 FEET) ;

THENCE: N 08°40'11" E, ALONG SAID R.O.W. FOR A DISTANCE OF **220.66 FEET** TO A 5/8 INCH IRON ROD SET, MARKING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

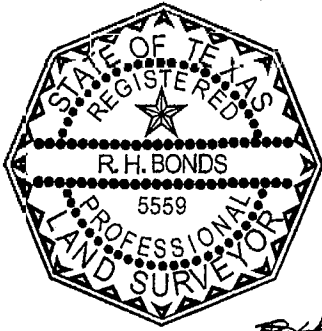
THENCE: N 08°40'11" E, ALONG SAID R.O.W. FOR A DISTANCE OF **40.00 FEET** TO A 5/8 INCH IRON ROD SET, MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE: ACROSS AND THROUGH SAID PARENT TRACT FOR THE FOLLOWING CALLS;

- **S 81°19'49" E**, FOR A DISTANCE OF **80.00 FEET** TO A 5/8 INCH IRON ROD SET;
- **S 08°40'11" W**, FOR A DISTANCE OF **40.00 FEET** TO A 5/8 INCH IRON ROD SET;
- **N 81°19'49" W**, FOR A DISTANCE OF **80.00 FEET** TO **THE POINT OF BEGINNING** CONTAINING IN ALL **0.0735 ACRE** AS SURVEYED ON THE GROUND UNDER MY SUPERVISION IN SEPTEMBER OF 2021.

BEARINGS REFERENCED HEREIN ARE GRID NORTH NAD 83 TEXAS CENTRAL ZONE 4203 EPOCH 2010

R.H. BONDS
R.P.L.S.
5559 ANDERSON, TEXAS



R.H. Bonds

EXHIBIT B

Being all that certain Lot, Tract or Parcels of land known as a 1.1332 acre tract of land described in a deed to Michael G. Morrow, recorded in Volume 442, Page 374 of the Waller County Deed Records (W.C.D.R.), being the remainder of a certain 2.55 acre tract being recorded in Volume 317, Page 604 of the Waller County Deed Records (W.C.D.R.), save and except a certain called 1.42 acre tract being conveyed to the State of Texas being recorded in Volume 348, Page 988, W.C.D.R., situated in the James Bell Survey, Abstract No. 12, in Waller County, Texas.

FILED AND RECORDED

Instrument Number: 2111373

Filing and Recording Date: 09/29/2021 03:55:10 PM Pages: 8 Recording Fee: \$40.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in cursive script that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

CSC, Deputy

Returned To:
CALLEGARI LAW FIRM
15040 FAIRFIELD VILLAGE DR STE 200
CYPRESS, TX 77433