

*HCFC Dedications*  
*Tract G503-04-00-01-001.0*

# **DRAINAGE AND DETENTION EASEMENT**

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

THAT, the **COUNTY OF HARRIS, a body corporate and politic under the laws of the State of Texas**, hereinafter referred to as “Grantor”, for and in consideration of Grantor’s intent to donate to the **Harris County Flood Control District, a political subdivision of the State of Texas**, hereinafter called “Grantee”, certain land to be used by Grantee for the public purpose of providing flood control and drainage maintenance, being a public purpose that benefits and services the public interest of Grantor, such donation being made pursuant to Local Government Code §272.001(l.), has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto Grantee, its successors, and assigns, an exclusive and perpetual easement (the “Easement”) for drainage and detention improvements and other reasonably related purposes as set forth herein, on, along, upon and across the following described property in the County of Harris, Texas, more particularly described as follows, to-wit:

**2.0730 ACRES (90,302 SQUARE FEET) OF LAND SITUATED IN THE REUBEN WHITE SURVEY, ABSTRACT NO. 84, HARRIS COUNTY, TEXAS; SAID 2.0730 ACRES OF LAND BEING A PART OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED DATED AUGUST 1, 2016 TO CURRY EQUIPMENT RENTAL & EXCAVATION, LLC, RECORDED UNDER HARRIS COUNTY CLERK’S FILE (H.C.C.F.) NO. RP-2016-569680; SAID 2.0730 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON THE ATTACHED EXHIBIT A.**

The Easement hereby granted shall be for the purpose of flood control, drainage and detention of the surrounding area, and such other related and ancillary purposes and objects as Grantee shall lawfully be authorized to perform or engage in, and shall include, by way of description only and not by way of limitation, the right: 1) to construct, operate, maintain and improve all manner and form of waterways and ditches, on, across, over, along, under and upon the entirety of the Easement Area; 2) to widen, straighten, rectify, clear, excavate, desilt, level, service, repair, deepen, update, and improve waterways, floodways, drainage canals, ditches, laterals, levels, sluices, conduits, and/or detention ponds or basins thereon; 3) to clear, cut, fell, remove and dispose of any and all timber, trees,

underbrush, vegetation, buildings, improvements and/or other obstructions (whether manmade or natural) therefrom; 4) to excavate, dredge, cut away, trench, dig and remove any of the land constituting the Easement Area and to dispose of or use, on or off the Easement Area, the dirt, soil, shell, stone, gravel, sand or other overburden, trees, grass, shrubbery, vegetation, and any other material from the Easement Area as Grantee in its sole discretion shall determine without additional compensation being paid to Grantor; 5) to place on the Easement Area dirt, soil, riprap, dredge or spoil material and engage in any and all forms of silt removal; 6) to place a retaining wall with appropriate backfill; 7) to install and maintain upon the Easement Area all manner of bulkheads, bulwarks, stabilized embankments, spoil banks, roads, crossings, bridges, culverts, gated structures, sidewalks, landscaping, plants, ground cover, terraces and other forms of soil stabilization and erosion abatement, lighting, and signs (whether permanent or temporary) and to remove the same; and 8) to bring upon the Easement Area all machinery, equipment, building materials and personnel reasonably necessary to efficiently prosecute such work. Should the Grantee discontinue use of the Easement for the aforementioned public purpose then the Easement shall revert back to the Grantor in accordance with Local Government Code §272.001(1.).

All matters concerning or relating to the design, operation, maintenance, configuration and the construction of any improvement or related facility permitted under the terms of this Easement shall be done at the sole cost and expense of that party, and that party only, who occupies or is otherwise authorized to use the Easement Area under the terms of this conveyance. Grantor reserves the right to make any use of the Easement Area, so long as such use does not unreasonably interfere with those authorized uses and occupations then being made of the Easement Area, including but not limited to, the use of the Easement Area for park and recreational purposes, together with all rights of ingress and egress for such purposes.

This Easement is subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record in Harris County, Texas, including building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental entities applicable to and enforceable against the Grantee, including but not limited to all wetlands and environmental laws, rules, regulations, or guidelines of the Texas Commission on Environmental Quality ("TCEQ") governing the withdrawal, discharge, or diversion of the waters of the State of Texas, and all such matters that a true and correct survey or a visual inspection of the Easement Area would reveal, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary right of ingress, egress and regress, over, along and across the Easement Area, unto Grantee, and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservation from and exceptions to conveyance and warranty.

*[Signature pages to follow]*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**  
**COUNTY OF HARRIS, a body corporate and**  
**politic under the laws of the State of Texas**

BY: \_\_\_\_\_  
**Lina Hidalgo, County Judge**

APPROVED AS TO FORM:  
**CHRISTIAN D. MENELEE**  
**Harris County Attorney**

Signed by:  
By: *Holland Banks*  
Holland Samantha Banks  
Assistant County Attorney  
CAO File No. 25RPD0117

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Lina Hidalgo as County Judge of Harris County and the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as the governing body of the **COUNTY OF HARRIS**.

\_\_\_\_\_  
Notary Public Signature

## EXHIBIT A

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FIELD NOTES FOR 2.0730 ACRES (90,302 SQUARE FEET) OF LAND SITUATED IN THE REUBEN WHITE SURVEY, ABSTRACT NO. 84, HARRIS COUNTY, TEXAS; SAID 2.0730 ACRES OF LAND BEING A PART OF A CERTAIN TRACT OF LAND DESCRIBED IN DEED DATED AUGUST 1, 2016 TO CURRY EQUIPMENT RENTAL & EXCAVATION, LLC, RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. RP-2016-569680; SAID 2.0730 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (All bearings are referenced to the Texas Coordinate System, South Central Zone, North American Datum of 1983. All distances are surface values in US Survey Feet, and may be converted to grid values by multiplying by a combined scale factor of 0.99990952179.)

COMMENCING at the intersection of the existing west right-of-way line of Crosby Lynchburg Road (80 feet wide per Volume 866, Page 723, Volume 867, Page 335 and Volume 881, Page 642, Harris County Deed Records (H.C.D.R.)), the north line of the George White Survey, Abstract No. 82, the north line of Block 8 of Elena Fruit & Cotton Farms Unit "A", recorded in Volume 7, Page 48, Harris County Map Records (H.C.M.R.), and the south line of said Reuben White Survey for the northeast corner of a residue of a certain tract of land described in deed dated May 10, 1966 to R. R. Gregory, Trustee, recorded under H.C.C.F. No. C305606 and the southeast corner of said Curry Equipment Rental & Excavation, LLC tract;

THENCE, South 87°11'47" West, along the north line of said George White Survey, the north line of said Block 8 and said Gregory residue tract, the south line of said Reuben White Survey, and the south line of said Curry Equipment Rental & Excavation, LLC tract, a distance of 10.00 feet to a 3/8-inch iron rod with "LANDTECH" cap set in the proposed west right-of-way line of Crosby Lynchburg Road for the southeast corner and the POINT OF BEGINNING of the herein described tract;

- 1) THENCE, South 87°11'47" West, continuing along the north line of said George White Survey, the north line of said Block 8 and said Gregory residue tract, the south line of said Reuben White Survey, and the south line of said Curry Equipment Rental & Excavation, LLC tract, a distance of 398.97 feet to a 3/8-inch iron rod with "LANDTECH" cap set for the southwest corner of the herein described tract;
- 2) THENCE, North 02°48'13" West, a distance of 228.52 feet to a 3/8-inch iron rod with "LANDTECH" cap set for the northwest corner of the herein described tract;
- 3) THENCE, North 87°12'12" East, a distance of 389.32 feet to a 3/8-inch iron rod with "LANDTECH" cap set in the proposed west right-of-way line of Crosby Lynchburg Road for the northeast corner of the herein described tract;

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- 4) THENCE, South 06°07'20" East, along the proposed west right-of-way line of Crosby Lynchburg Road, a distance of 86.35 feet to a 3/8-inch iron rod with "LANDTECH" cap set for the point of curvature of a curve to the right;
- 5) THENCE, in a southeasterly direction, continuing along the proposed west right-of-way line of Crosby Lynchburg Road, with said curve to the right, having a radius of 2,815.00 feet, an arc length of 142.36 feet, a central angle of 02°53'51", and a chord which bears South 04°40'25" East, 142.34 feet to the POINT OF BEGINNING and containing 2.0730 acres (90,302 square feet) of land.

This metes and bounds description is accompanied by a separate plat.

Landtech, Inc.  
TBPLS Firm No. 10019100



Edward J. Soukup II  
Registered Professional Land Surveyor No. 5455



Landtech Project No. 16-2-0161.02  
Landtech Dwg No. 655-D-3274  
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