

ASSIGNMENT OF EASEMENT

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

THIS Assignment and Assumption of Easement for Drainage and Flood Control Purposes (“Assignment”) is made by and between **HARRIS COUNTY FLOOD CONTROL DISTRICT**, a political subdivision of the State of Texas (“Assignor”), and the **CITY OF PASADENA, TEXAS**, a municipal corporation situated in Harris, Texas (“Assignee”).

WHEREAS, by those certain Right of Way and Easements, filed for record under Harris County Clerk File Nos. 792870 and 922721, of the Harris County Deed Records, Riverside Development Company, granted and conveyed to the Harris County Flood Control District, an easement for drainage improvement purposes over, along, and across two tracts of land situated in Harris County, Texas, being more particularly described as:

Tract One: 3.48 acres of land, more or less, being a 40 foot wide strip of land situated in the James Seymour Survey, Abstract 698, being a part of a 393.4610 acre tract, conveyed in File Number 792870 of the Deed Records of Harris County, Texas, and being more particularly depicted and described by metes and bounds on the attached Exhibit “A” incorporated by reference herein; and

Tract Two: 2.02 acres of land, more or less, being a 40 foot wide strip of land situated in the James Seymour Survey, Abstract 698, being a part of a 399.59 acre tract, conveyed in File Number 922721 of the Deed Records of Harris County, Texas, and being more particularly depicted and described by metes and bounds on the attached Exhibit “A” incorporated by reference herein

WHEREAS, the above-described easements shall hereinafter or collectively be referred to as the “Easements”; and

WHEREAS, Assignor desires to transfer its use of the Easements to Assignee for drainage purposes, including but not limited to the right to enter upon said Easements at any and all times for the purposes of constructing and/or maintaining an open ditch drainage structure; and Assignee desires to accept the transfer of the same for said purposes; and

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's rights and interests in the Easements and Assignee is willing to accept all of Assignor's rights and interests in the Easements, and to assume and perform all the terms, covenants, and conditions thereof and the obligations of Assignor thereunder; and

WHEREAS, Texas Local Government Code §272.001(1) allows property to be donated or sold to a political subdivision if such property will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision and the use of the Easements for drainage and flood control constitutes a public purpose that will benefit and serve the public interest of the Assignor.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Assignor's donating to Assignee, the above-described Easements for drainage improvement and recreational purposes and other related purposes in, along, upon and across the Easements, such donation being made pursuant to Local Government Code §272.001(1.), Assignor grants, and assigns to Assignee all of Assignor's right, title, privileges, interests, and obligations in, to and under the Easements, for so long as Assignee shall use said Easements. Should Assignee not commence construction of its drainage improvements on the Easements within one year of the execution of this document, or if Assignee shall cease to use the Easements in carrying out the public purpose herein described, then, in accordance with Texas Local Government Code 272.001(1)(3), said Easements shall automatically revert to and vest in Assignor, without any further actions on the part of the Assignor or Assignee to be taken, whether by re-entry, the filing of suit, or otherwise.

By its signature below, Assignee accepts all of Assignor's rights and interests in the Easements. Assignee hereby agrees to use the Easements for the public purpose of drainage and flood control, and assumes the performance of all of the terms, covenants, and conditions thereof and all obligations thereunder, from and after the date hereof, including, but not limited to, maintenance of the Easements.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

[Signature pages to follow]

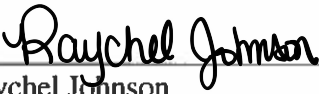
IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2023.

**ASSIGNOR:
HARRIS COUNTY FLOOD CONTROL DISTRICT,
a political subdivision of the State of Texas**

**By: _____
Lina Hidalgo, County Judge**

Assignor's Address:
9900 Northwest Freeway
Houston, Texas 77092

**APPROVED AS TO FORM:
Christian D. Menefee
Harris County Attorney**

By: 
Raychel Johnson
Assistant County Attorney
CAO File No. 23RPD0092

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This instrument was acknowledged before me on _____, 2023, by Lina Hidalgo, as County Judge of Harris County, Texas and the presiding officer of the Commissioner's Court of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as governing body of the **Harris County Flood Control District**.

Notary Public Signature

Assignee hereby accepts this Assignment for itself, its successors and assigns, to be bound by the conditions and covenants set forth herein and to perform all obligations of Assignee set forth herein.

EXECUTED this the 19th day of December, 2023.

ASSIGNEE:
CITY OF PASADENA, a municipal corporation
situated in Harris, County, Texas

By: Jeff Wagner

Name: Jeff Wagner

Title: Mayor

APPROVED AS TO FORM:

By: Jay Dale

Name: Jay Dale
Assistant City Attorney

THE STATE OF TEXAS §
§
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This instrument was acknowledged before me on December 21, 2023,
by Jeff Wagner, as Mayor, on behalf of
the **City of Pasadena**, a municipal corporation situated in Harris, County, Texas.

Ashley Vincent
Notary Public Signature

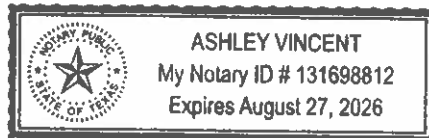


EXHIBIT A

Tract One

3.48 acres of land, more or less, being a 40 foot wide strip of land, more or less, situated in the James Seymour Survey, Abstract 698, being a part of a 393.4610 acre tract, as described in deed dated April 2, 1949, from Beck Cattle & Land Company to Charles R. Olds, et al., and filed for record in Harris County, Texas, under County Clerk's Document File No. 616443, and same being described by metes and bounds as follows:

Beginning at a point in the Northeast right-of-way line of the Houston Lighting & Power Company 150 ft. right-of-way through said 393.4610 tract described above, from which a one inch galvanized iron pipe, set in the Northwest corner of the M.A. Preston Survey No. 2 and the Southwest corner of the Thomas Earle Survey bears South 1906.12 feet and East 1748.15 ft;

THENCE along the Northeast right-of-way line of the Houston Lighting & Power Company 150 ft. right-of-way as it crosses the above referred to 393.4610 acre tract, North 44 deg. 52" West 3809.69 feet to a point in the South right-of-way line of the G H & S A RR;

THENCE along the South right-of-way line of the G H & S A RR, South 87 deg. 35 1/4 min. East 58.96 feet to an iron pipe for corner;

THENCE South 44 deg. 52' 3766.38 feet to an iron pipe for corner;

THENCE South 45 deg 8' West 40 feet to the place of beginning, and containing 3.48 acres of land, more or less.

Tract Two:

2.02 acres of land, being out of a 399.59 acre tract, more or less, in the James Seymour Survey, Abstract 698, in Harris County, Texas, as described in deed dated March 1, 1950, from Charlie R. Olds, et al, to Riverside Development Co., and filed for record in Harris County, Texas, in Volume 2065, at Page 728, of the Deed Records of Harris County, Texas, and same being described by metes and bounds, as follows:

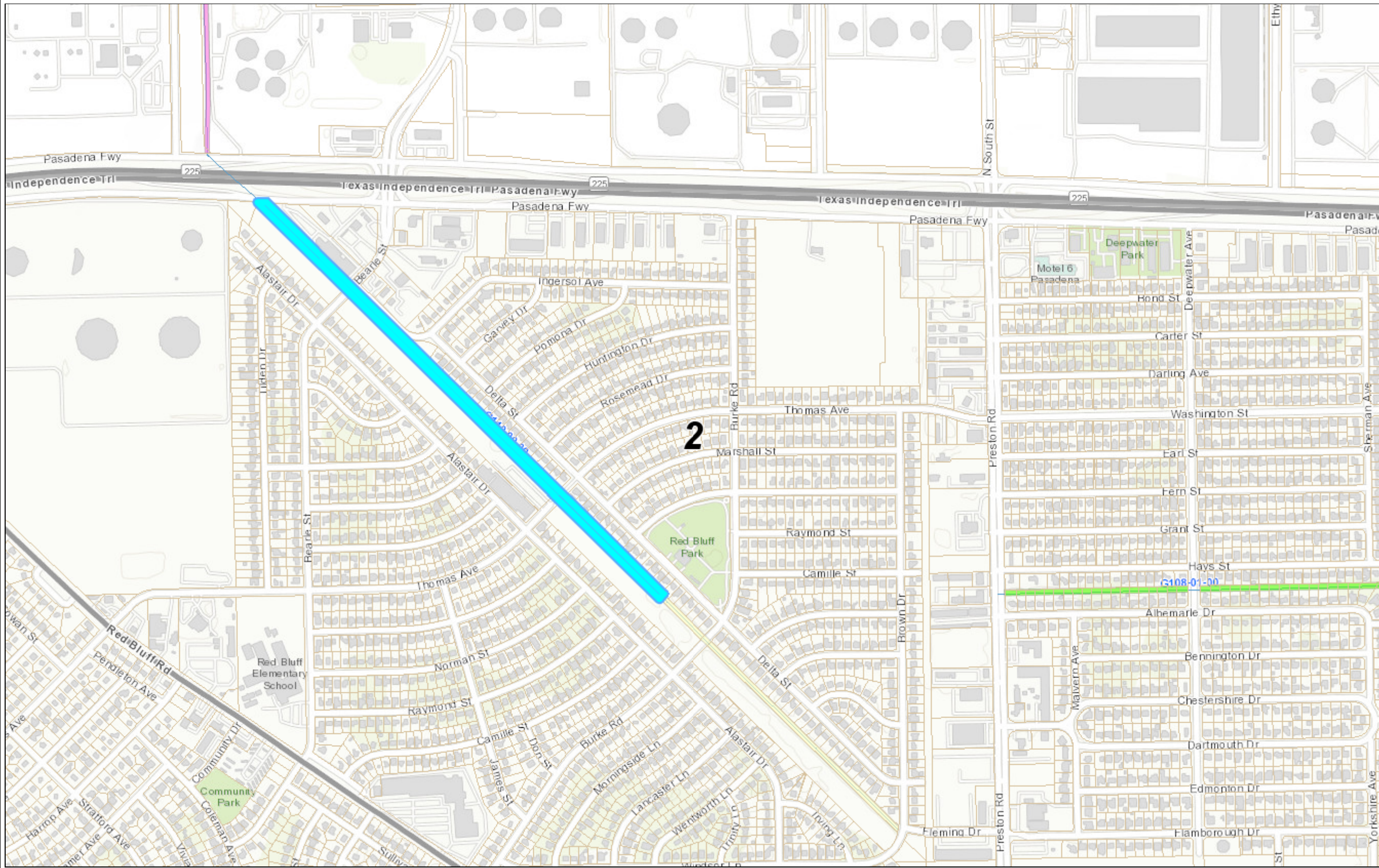
Beginning at a point in the northeast right-of-way line of the Houston Lighting and Power Company 150 ft. right-of-way out of Red Bluff Terrace Subdivision in Pasadena, Texas, from which a 1" galvanized iron pipe, the northwest corner of the M.A. Preston Survey No. 2 and the southwest corner of the Thomas Earle Survey bears South 1906.12 ft. and East 1748.15 ft;

Thence, S 44 degrees 52' E, along the northeast line of said H. L. P. Co. Right-Of-Way 2213.86 ft. to a point;

Thence in a northerly direction along a 260.00 ft. radius curve to the left, 46.60 ft. (I= 10 degrees 16' 16") to a point;

Thence, N 44 degrees, 52', W 2190.19 ft.;

Thence, S 45 degrees 08' W 40.00 ft. to the place of beginning and containing 2.02 acres of land more or less.

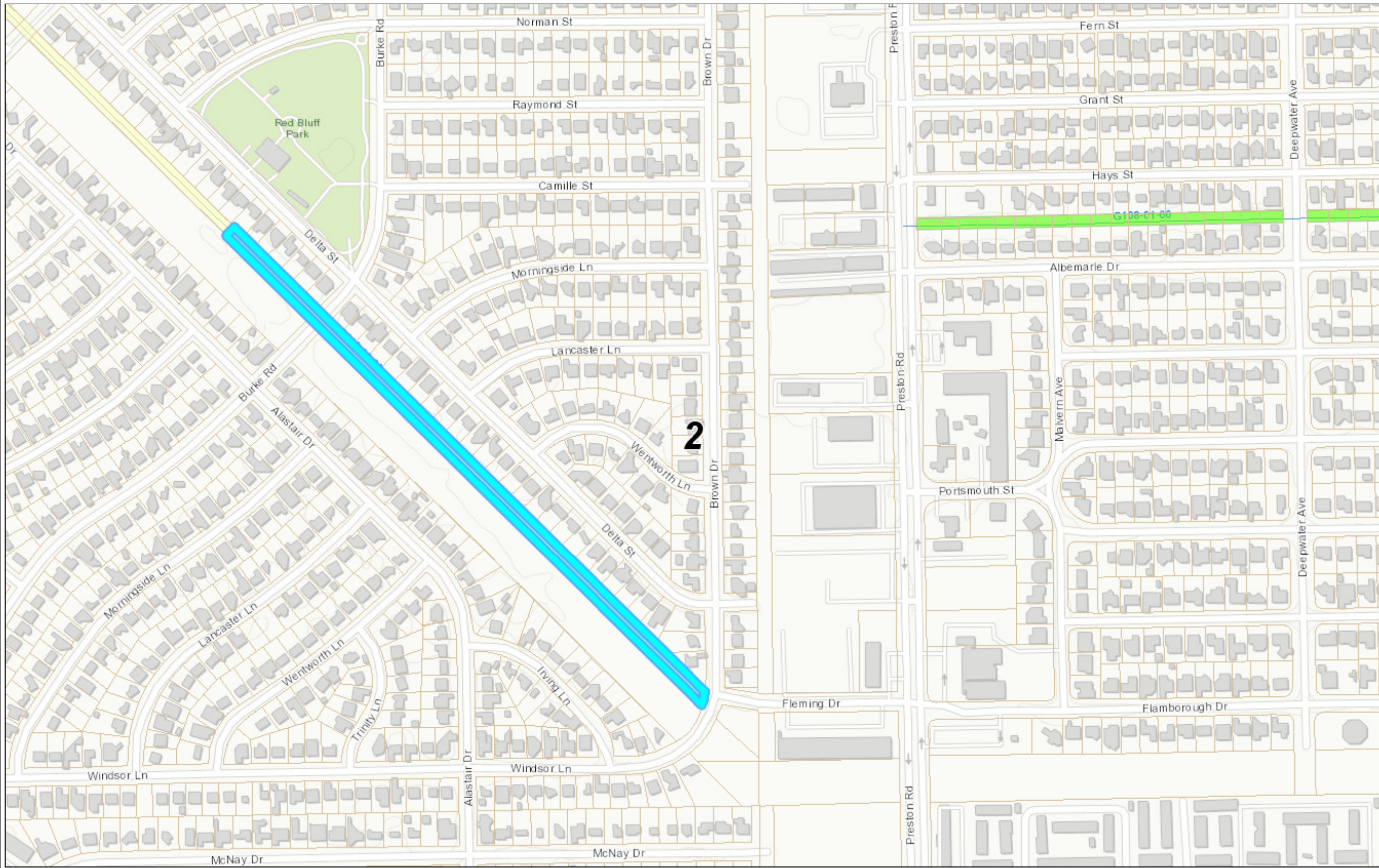


Legend

- Precinct Boundary
 - Precinct Boundary (Outline)
 - 2
- PAS Base Layers
 - Parcels - Harris County Labels
 - Parcels - Harris County
- Right of Way
 - R.O.W. (Acquired Grantee)
 - Other
 - H.C.F.C.D.
 - Public
- Hydro
 - Channel System
 - OPEN
 - Bodies of Water
 - Body of Water
- Jurisdictions
 - Harris County Boundary
- Transportation
 - Highways - Regional
 - Freeway



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Legend

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