

*Neuens Road, between Gessner Road and Blalock Road
Tract W540-01-00-05-001.0*

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:

All of the Plat of Piazza Del Campo, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded under Film Code No. 678194, Map Records, Harris County, Texas (the “Easement Area”).

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.

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 _____, 2023.

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. MENEFEE
Harris County Attorney

By:  _____
Justina Daniel-Wariya
Assistant County Attorney
CAO File No. 22RPD0057

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2023, 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


AGREED TO AND ACCEPTED on this ____ day of _____, 2023.

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

BY: _____
Lina Hidalgo, County Judge

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

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
Harris County Attorney

By:  _____
Justina Daniel-Wariya
Assistant County Attorney
CAO File No. 22RPD0057

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 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

