

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS

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§

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 “**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 “**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(1.), has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto Grantee, its successors, and assigns, an 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:

2.362 acres (I 02,889 square foot) of land located in the H.&T.C. R.R. Co. Survey, Section 35, Block 2, Abstract Number 448, Harris County, Texas and said 2.362 acre tract of land being out of and a part of the remaining called 522.3038 acre tract described in the deed from The 520 Joint Venture to H.L.B. Harris Group, recorded under Harris County Clerk's File Number (H.C.C.F. No.) J091739. More particularly described in the attached Exhibit “A” (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 made by Grantor and accepted by the Grantee subject to all requirements of Local Government Code §272.001(1.), and 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. Grantor and Grantee acknowledge and agree that the Easement herein conveyed shall be used only for flood control, drainage maintenance, and related purposes. If the Easement herein conveyed ceases to be used for flood control, drainage maintenance, or related purposes, then title to the property shall revert to Grantor without any further action by Grantor.

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 _____, 2024.

GRANTOR:

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

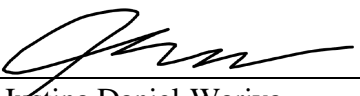
BY: _____
Lina Hidalgo, County Judge

Grantee Address:

1111 Fannin Street, 11th Floor
Houston, Texas 77002

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By:  _____
Justina Daniel-Wariya
Assistant County Attorney
CAO File No. 24RPD0033

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2024, 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 _____, 2024.

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. 24RPD0033

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2024, 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

AFTER RECORDING, HOLD FOR
HARRIS COUNTY REAL PROPERTY DIVISION

Exhibit A

2.362 ACRES
102,889 SQUARE FEET
H.&T.C. R.R. CO. SURVEY
SECTION 35, BLOCK 2
ABSTRACT NO. 448
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 2.362 acre (102,889 square foot) tract of land located in the H.&T.C. R.R. Co. Survey, Section 35, Block 2, Abstract Number 448, Harris County, Texas and said 2.362 acre tract of land being out of and a part of the remaining called 522.3038 acre tract described in the deed from The 520 Joint Venture to H.L.B. Harris Group, recorded under Harris County Clerk's File Number (H.C.C.F. No.) J091739, said 2.362 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983. The coordinates shown hereon are Texas South Central Zone No. 4204, state plane surface coordinates [NAD83] and may be converted to grid by multiplying the depicted coordinate by the following combined scale factor of 0.9998977569).

BEGINNING at a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set (X=2,991,686.96 Y= 13,866,173.49) in the east Right-of-Way (R.O.W.) line of Peek Road (based on a variable width) as shown on Harris County R.O.W. Map Number (No.) 4674, W.P.A. Project No. 65-1-66-2749, dated Nov. 1940 and recorded under H.C.C.F. Nos. Y288835 and Y892771 and Film Code Nos. 631099 and 658290 in the Harris County Map Records and marking the northwest corner of the called 18.57 acre tract described in the deed to Harris County recorded under H.C.C.F. Nos. Y892771 and Z205501, and marking an exterior corner of said remaining called 522.3038 acre tract, and the southwest corner of the herein described tract;

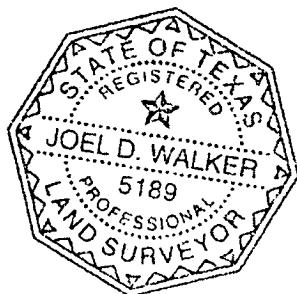
THENCE, North 02 degrees 02 minutes 11 seconds West, along the east R.O.W. line of said Peek Road, passing at a distance of 65.17 feet, a 5/8-inch iron rod with cap found marking an interior corner of said remaining called 522.3038 acre tract and the northeast corner of the called 2.941 acre R.O.W. dedication described in H.C.C.F. No. Y892771, continuing along the proposed east R.O.W. line of Peek Road (based on a width of 100 feet) and over and across said remaining called 522.3038 acre tract, a total distance of 210.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the northwest corner of the herein described tract;

THENCE, North 87 degrees 55 minutes 24 seconds East, departing said proposed east R.O.W. line of Peek Road and continuing over and across said called 522.3038 acre tract, a distance of 490.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the northeast corner of the herein described tract;

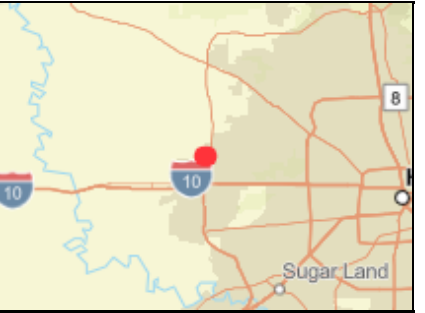
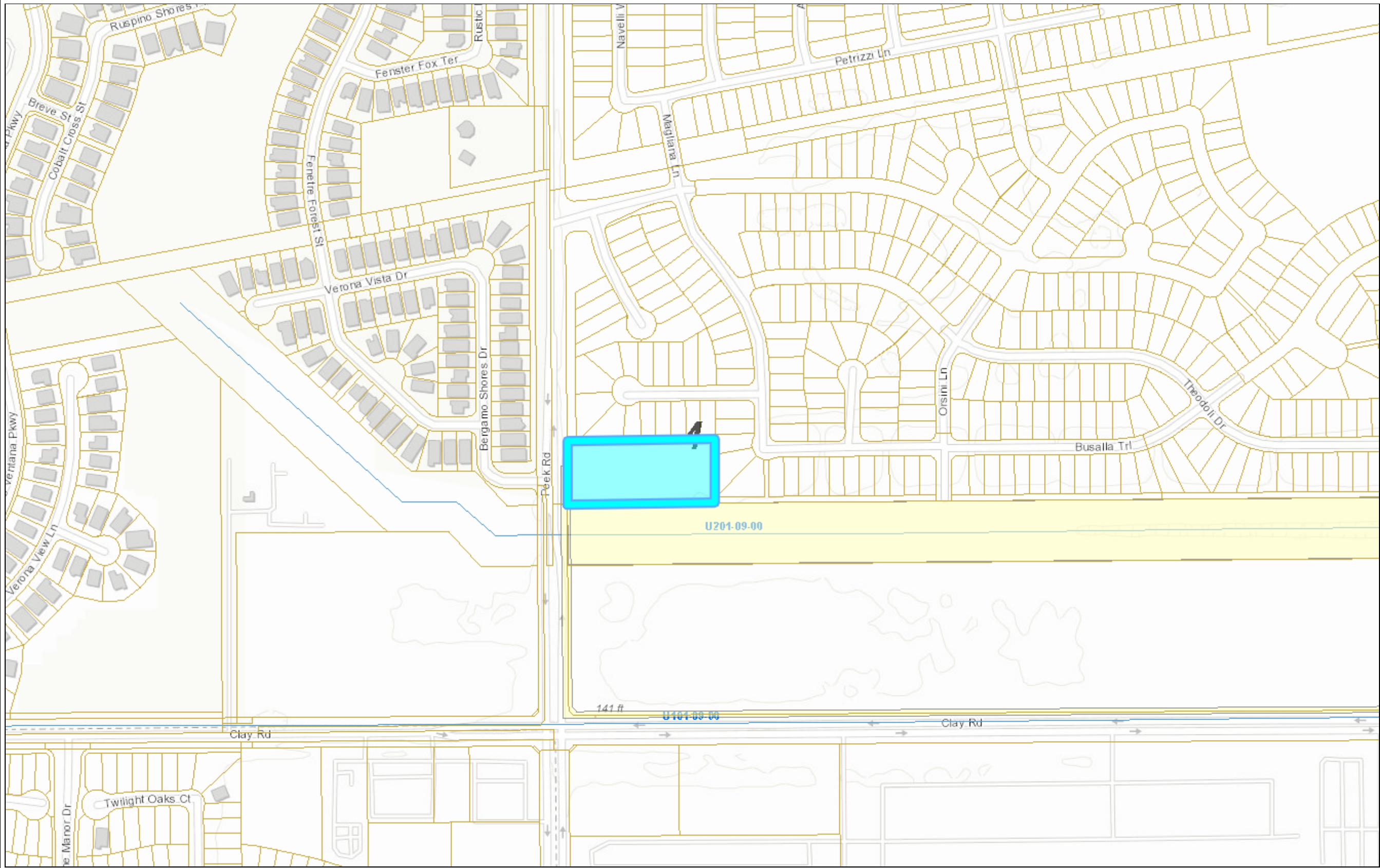
THENCE, South 02 degrees 02 minutes 11 seconds East, continuing over and across said called 522.3038 acre tract, a distance of 210.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set in the north line of aforesaid called 18.57 acre tract and marking the southeast corner of the herein described tract;

THENCE, South 87 degrees 55 minutes 24 seconds West, along the north line of said called 18.57 acre tract, a distance of 490.00 feet, to the POINT OF BEGINNING and containing a computed area of 2.362 acres (102,889 square feet) of land as depicted on the Parcel Map of Peek Road (South) dated: October 30, 2017, prepared by West Belt Surveying, Inc., Project No. S374-0002D.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



Joel D. Walker
Joel D. Walker Date: 10/30/17
Texas Registration No. 5189



Legend

- Precinct Boundary
 - Precinct Boundary (Outline)
 - 4
- PAS Base Layers
 - Parcels - Harris County
- Right of Way
 - R.O.W. (Acquired Grantee)
 - H.C.F.C.D.
- Hydro
 - Channel System
 - OPEN
- Jurisdictions
 - Harris County Boundary

0 100 200
ft



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