

**EASEMENT AGREEMENT FOR ACCESS TO WETLANDS**

**Date:** May 16, 2024

**Grantor:** William Craig Spink  
1600 S. Battleground Rd.  
Deer Park, TX 77536

**Grantee:** The City of Deer Park, Texas, a municipal corporation  
710 E. San Augustine  
Deer Park, Texas 77536

**Easement Property:** Described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

**Easement Purpose:** For the installation, construction, maintenance, and use of a 7.5-foot Access easement to the Grantees adjacent real property owned by Grantee. Grantee shall have the right and privilege to use and enjoy easement in common with Grantor, it's Successor and Assigns.

**Reservation from Conveyance:** None

**Exceptions to Warranty:** None

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The

Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited to the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if

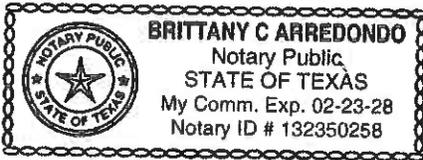
GRANTOR:



WILLIAM CRAIG SPINK

STATE OF TEXAS  
COUNTY OF Harris

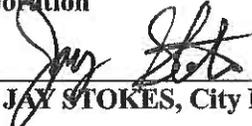
On the 16 day of may, 2024, before me, the undersigned Notary Public, personally appeared **WILLIAM CRAIG SPINK**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument.



Brittany Arredondo

**GRANTEE:**

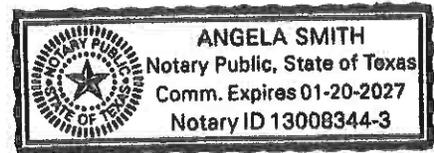
**The City of Deer Park, Texas, a municipal corporation**

  
By: **JAY STOKES, City Manager**

**STATE OF TEXAS  
COUNTY OF HARRIS**

On the 2 day of October, 2024, before me, the undersigned Notary Public, personally appeared **JAY STOKES**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as **City Manager of The City of Deer Park, Texas, a municipal corporation** and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation.

  
Notary



## **7.5-FOOT WETLANDS ACCESS EASEMENT**

### **METES AND BOUNDS DESCRIPTION**

**0.0173 ACRE (755 SAQUARE FEET)**

**N. CLOPPER SURVEY, ABSTRACT NUMBER 198**

**CITY OF DEER PARK, HARRIS COUNTY, TEXAS**

Being a 7.5-foot wetlands access easement containing 0.0173 acre (755 square feet) of land situated in the N. Clopper Survey, Abstract Number 198, Harris County, Texas, being out of and a portion of Lot 1 in Block 1 of South Battleground Place, a subdivision of record filed at Film Code Number 689268 of the Map Records of Harris County, Texas, and being out of and a portion of a called 1.2094 acre tract described in deed to William Craig Spink, a single man, on April 9, 2014 and recorded under Harris County Clerk's File Number 20140144186, said 0.0173 acre easement being more particularly described by metes and bounds as follows:

- All bearings referenced herein were obtained from GPS observations and are referenced to NAD83 horizontal projection zone Texas South Central Zone 4204.

**COMMENCING** at a 5/8-inch iron rod with cap found in the westerly right-of-way line of South Battleground Road (variable width public right-of-way), as recorded under Harris County Clerk's File Numbers M942496 and M942497, marking the southeast corner of said Lot 1 and the easterly northeast corner of Lot 1 in Block 1 of Deer Park Church of Christ, a subdivision of record filed at Film Code Number 674434 of the Map Records of Harris County, Texas;

**THENCE** South 87°15'02" West, along the southerly line of said Lot 1 and the northerly line of said Deer Park Church of Christ, a distance of 182.43 feet to a 5/8-inch iron rod with cap set for the **POINT OF BEGINNING** and the southeast corner of the herein described easement;

**THENCE** South 87°15'02" West, continuing along the southerly line of said Lot 1 and the northerly line of said Deer Park Church of Christ, a distance of 7.50 feet to a 5/8-inch iron rod with cap found marking the southwest corner of said Lot 1, an angle point of said Deer Park Church of Christ, and the southwest corner of the herein described easement;

**THENCE** North 03°02'20" West, along the easterly line of said Deer Park Church of Christ and the westerly line of said Lot 1, a distance of 100.65 feet to a 5/8-inch iron rod with cap found in the southerly line of Reserve "A" in Block 1 of Deer Park Nature Preserve, a subdivision of record filed at Film Code Number 680525 of the Map Records of Harris County, Texas, marking the most northerly northeast corner of said Deer Park Church of Christ, an angle point of said Lot 1 and the northwest corner of the herein described easement;

**THENCE** North 86°58'24" East, along the southerly line of said Reserve "A" and the northerly line of said Lot 1, a distance of 7.50 feet to a 5/8-inch iron rod with cap set marking the northeast corner of the herein described easement;

**METES AND BOUNDS DESCRIPTION**  
**0.0173 ACRE (755 SQUARE FEET)**  
**PAGE 2 OF 2**

**THENCE** South 03°02'20" East, over and across said Lot 1, a distance of 100.69 feet to the **POINT OF BEGINNING** and containing 0.0173 acre (755 square feet) of land.

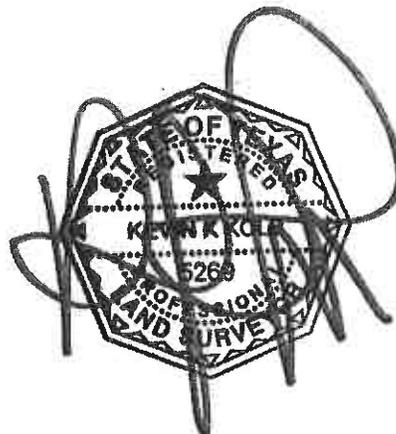
A survey map was prepared in conjunction with this metes and bounds description by Kevin K. Kolb, RPLS 5269, dated April 24, 2024. (TSI Job No. 23-179)

The square footage totals as shown hereon are based on a mathematical closure of the courses and distances reflected herein. It does not include the tolerances that may be present due to positional accuracy of the boundary monumentation.

Compiled by:

**TOTAL SURVEYORS, INC.**

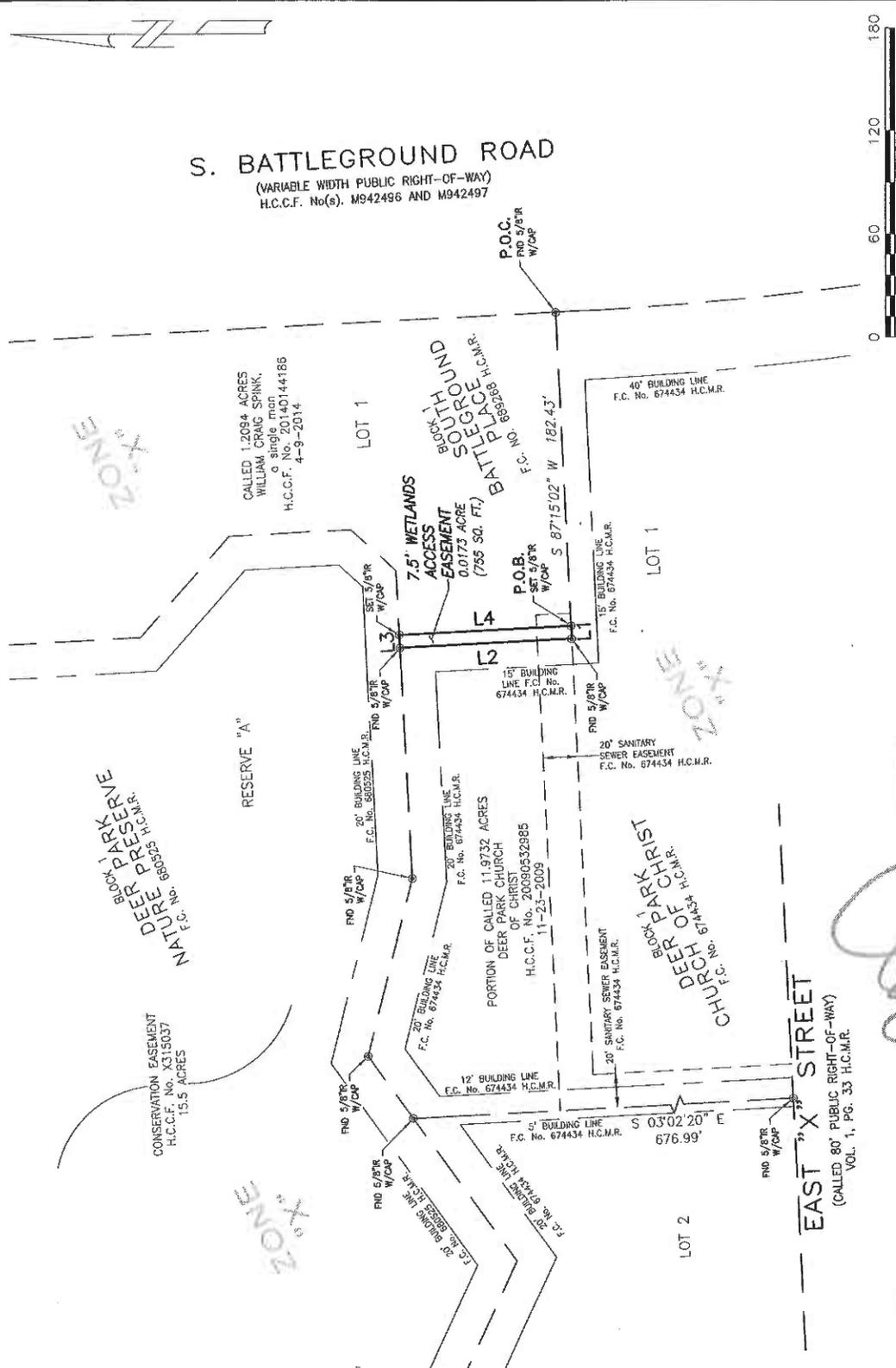
T.B.P.L.S. Firm Registration No. 10075300  
4301 Center Street, Deer Park, Texas 77536  
281-479-8719 | April 24, 2024



**F.E.M.A. FLOOD ZONE STATEMENT:**  
 I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP, COMMUNITY FLOOD HAZARD IDENTIFICATION FLOOD INSURANCE RATE MAP, AND DETERMINED THAT THE TRACT HEREIN SURVEYED LIES WHOLLY WITHIN FLOOD ZONE "X", OR AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.  
 500-YEAR BASE FLOOD ELEVATION: N/A  
 NOTE: THE INFORMATION IN THIS STATEMENT WAS OBTAINED FROM THE FEMA FLOOD MAP SERVICE CENTER. THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY AND IS SUBJECT TO FLOODING UNDER SPECIFIC CONDITIONS.

**GENERAL SURVEYORS' NOTES:**  
 1. THE BEARINGS AND DISTANCES SHOWN WERE OBTAINED FROM THE FIELD SURVEY AND COORDINATE SYSTEM TO 1983 FORENSIC PROJECTION ZONE TEXAS SOUTH CENTRAL 4294.  
 2. ALL INFORMATION RECORDED RELEVANT TO BUILDING LINES AND ANY OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREIN WAS NOT ABSTRACTED.  
 3. WETLAND AREAS, FAULT LINES, TOXIC WASTE AREAS OR OTHER ENVIRONMENTAL ISSUES WERE NOT DETERMINED ON THIS SURVEY. SUCH INFORMATION IS REFERRED TO THE CLIENT TO THE APPROPRIATE AUTHORITIES OR AN EXPERT CONSULTANT.  
 4. THIS SURVEY REFLECTS THE FOOTPRINT OF ALL BUILDINGS, STRUCTURES, SUCH AS SITES, OVERHEADS, WINDOW LEGS, ETC. ARE NOT SHOWN.  
 5. SUBJECT TO ALL BUILDING LINES, PLUMBING LINES, ZONING UNENFORCEABLE IN THE CITY OF DEER PARK, HARRIS COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 87°15'02" W	7.50
L2	N 03°02'20" W	100.65
L3	N 86°58'24" E	7.50
L4	S 03°02'20" E	100.69



**DRAWING INFORMATION**

SCALE	1" = 60'
PAPER SIZE	11" x 17" LANDSCAPE
PROJECT NO.	23-178
FIELD DATA	
CREW	N/A
DATE	N/A
BY	K. PHILLIPS
DATE	4-24-24

**TOTAL SURVEYORS, INC.**  
 1300 GENTLE STREET, DEER PARK, TEXAS  
 PHONE: 281-313-1030 (TOLL FREE)  
 T.B.P. L.S. FIRM REGISTRATION NO. 10075300



I, KEVIN K. KOLB, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A BOUNDARY SURVEY.  
 WITNESS MY HAND AND SEAL THIS 24th DAY OF APRIL, 2024.  
 KEVIN K. KOLB  
 REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5268

**PROPERTY INFORMATION**

LOT(S)	BLOCK	SUBDIVISION
POTIONS OF LOT 1	1	DEER PARK CHURCH OF CHRIST
PLAT RECORDING	F.C. NO. 674434 H.C.M.R.	SURVEY N. CLOPPER A 1 198
TRACT DETAILS	7.5-FOOT WETLANDS ACCESS EASEMENT (0.0173 ACRE)	756 SQUARE FEET
	BATTLEGROUND PLACE, A SUBDIVISION OF RECORD FILED AT FILM CODE NUMBER 88288 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS	
	COUNTY	HARRIS
	STATE	TEXAS

- LEGEND:**
- FOUND
  - F.L.M. CODE
  - NUMBER
  - POINT OF BEGINNING
  - POINT OF COMMENCING
  - P.O.B.
  - P.O.C.
  - H.C.M.R.
  - HARRIS COUNTY MAP RECORDS
  - H.C.D.R.
  - HARRIS COUNTY DEED RECORDS
  - H.C.C.F.
  - HARRIS COUNTY CLERK'S FILE
  - W/CP
  - W/DP