

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**ACCESS EASEMENT AGREEMENT**

Grantor: CITY OF DEER PARK

Grantor's  
Mailing Address: 710 E. San Augustine St.  
Deer Park, TX 77536

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

Grantee's  
Mailing Address: 9900 Northwest Freeway  
Houston, TX 77092

Dominant Estate  
Property: A parcel of land containing 19.4497 acres (847228 square feet) called  
LOT 14 of IOWA GARDEN H. P. EVERTS, J. GRANT WEBSTER  
AND MORGAN S. FELLERS TO CITY OF DEER PARK., Texas by  
Deed Record under Harris County Cleark's File No. D159406 on July  
31, 1970.

Easement  
Property: A 3,956 SF (0.0908 acre) tract of land situated in the Fabricus  
Reynolds Survey, Abstract No. 643, City of Deer Park, Harris  
County, Texas; being part of that certain tract of land conveyed to  
Lot 14 of IOWA GARDEN H. P. EVERTS, J. GRANT WEBSTER AND  
MORGAN S. FELLERS TO CITY OF DEER PARK., Texas by Deed  
Record under Harris County Cleark's File No. D159406 on July 31,  
1970. Same tract of land is situated in portion of Lot 12 of Iowa  
Gardens, recorded in Volume 3, Page 4 of the Map Records of Harris  
County.

Easement Purpose: To provide free and uninterrupted pedestrian and vehicular ingress  
and egress to and from the Dominant Estate Property.

Consideration: \$10.00 and other good and valuable consideration

Reservations from  
Conveyance: None

Exceptions to  
Warranty: Easements, rights of way and prescriptive rights, whether of record or not; presently recorded and valid instruments, other than liens, encumbrances, and conveyances, that affect the Easement Property, all visible and apparent easements on or across the Easement Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee an easement over, upon, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate property, and any portions thereof, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to 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 any reservation from and exceptions to conveyance and warranty.

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

1. Character of Easement. The easement granted is appurtenant to and shall run with the Dominant Estate Property, and any part thereof, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any part thereof. 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 the Dominant Estate Property or any part thereof (as applicable, the "Holder").

2. Duration of Easement. The duration of the easement is perpetual.

3. Reservation of Rights. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement Property by Holder for the Easement Purpose.

4. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and permitted assigns.

5. Choice of Law. This agreement is subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

6. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

7. Effect of Waiver or Consent. No waiver or consent, express or implied, to any breach of or default under this agreement will be deemed or construed to be a consent to or waiver of any other breach of or default under this agreement. The failure to complain of any act of any party or to declare any party in default shall not constitute a waiver of any right under this agreement or applicable law, regardless of how long the failure continues or how often the failure occurs. Pursuit of any rights or remedies under this agreement does not preclude the pursuit of other rights or remedies under this agreement or as allowed by applicable law.

8. Integration. This agreement contains the complete agreement between the parties relating to the Easement Property and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties concerning the Easement Property which are not expressly set forth herein.

9. Legal Construction. If any one or more of the provisions in this agreement is invalid, illegal, or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, the invalidity, illegality, or unenforceability will not affect any other provision hereof, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this agreement. Whenever the context requires, the singular will include the plural and neuter will include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any

article or section. This agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Authority of Representatives. Each person signing this agreement as a representative of a party warrants and represents to the other party that: (a) he or she has full power and authority to do so; and (b) if required by applicable law, the party's governing body has authorized the person signing to act for and bind the party to the terms of this agreement.

Dated: \_\_\_\_\_, 2024

CITY OF DEER PARK

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF HARRIS    §

This instrument was acknowledged before me on \_\_\_\_\_,  
2024, by \_\_\_\_\_ (*name*), the \_\_\_\_\_  
(*title/office*) of THE CITY OF DEER PARK, on behalf of said city.

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

AFTER RECORDING  
RETURN TO:

Harris County Flood Control District  
Property Acquisition Department  
9900 Northwest Freeway, Suite 210  
Houston, Texas 77092