

EASEMENT AGREEMENT FOR ACCESS TO WETLANDS

Date: 9/27/24

Grantor: CC & M Management Holding, LLC
51 Benthaven Isle
Montgomery, TX
77356

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

Easement Property: a 7.5 foot wide strip of real property more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Easement Purpose: For providing light duty truck and passenger vehicular and pedestrian ingress and egress to and from the adjacent real property owned by Grantee ("Wetlands") and for the installation, construction, maintenance, and use of a 7.5-foot wide access driveway across the Easement Property. Grantee shall have the right and privilege to use and enjoy easement in common with Grantor, its Successor and Assigns.

Reservation from Conveyance: None

Exceptions to Warranty: All currently effective instruments, liens, restrictions, covenants, rights of way, easements, mortgages, encumbrances, assignments, and other matters, whether of record in Harris County, Texas or not, affecting the Easement Property.

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 a non-exclusive 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. Grantor binds Grantor 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 by, through, or under Grantor but not otherwise, 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 the Wetlands, whether or not the Easement is referenced or described in any conveyance of the Wetlands. The Easement is nonexclusive and irrevocable except as otherwise provided herein. The Easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own any interest in the Wetlands (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual until such time as the Grantee ceases to use the Easement Property for the Easement Purpose for a period of one (1) year. Upon the foregoing occurrence, Grantee agrees to execute a recordable release of this Easement upon request of the Grantor.

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 unreasonably 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 a five foot strip of land that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a gravel road (the "Facilities") within 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. Upon completion of the Facilities this Secondary Easement expires.

5. *Use of the Easement.* Holder shall use the Easement solely for the purposes specified in this Agreement and only during standard business hours. Prior to conducting any work on the

Easement Property, Holder shall provide written notification to Grantor. Holder shall only access the Easement across the existing roads and accessways on Grantor's adjacent property. Holder shall be solely liable for any unauthorized access or damage to Grantor's adjacent property due to the use of the Easement. Holder acknowledges and agrees that it shall not allow the general public to utilize the Easement or to enter Grantor's adjacent land. Holder accepts the use of the Easement Property in "as-is" "where-is" condition.

6. *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 must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities 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 and Holder's sole responsibility, subject to performance of Holder's obligations under this agreement. Any damage occasioned by work performed pursuant to the rights granted pursuant to this Agreement, whether to the Easement Property or Grantor's adjacent property, shall be repaired and restored by Holder with due diligence to the original or better condition existing prior to such damage and at the sole cost and expense of the Holder. During construction of the Facilities, Holder will maintain the Easement Property in a clean and workmanlike manner and shall minimize interference with Grantor's use and enjoyment of its adjacent property. Holder has the right, at its sole cost and expense, to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Holder agrees to install a gate on the boundary line between the Easement Property and the Wetlands, at its sole cost and expense, and to prevent other parties beyond the Holder from crossing into the Easement from Wetlands.

7. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Affect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

11. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitutes this agreement.

12. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from

any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

15. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

16. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

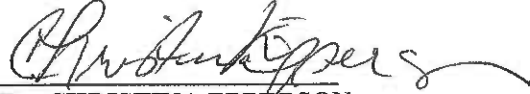
17. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provisions hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for the notice may be changed by written notice given as provided herein.

(Signature Pages Follow)

GRANTOR:

CC & M MANAGEMENT HOLDING, LLC



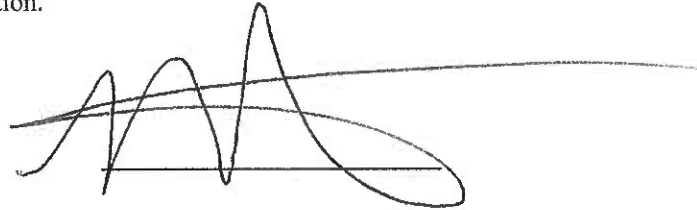
By: CHRISTINA EPPERSON

Title: Manager

STATE OF TEXAS COUNTY

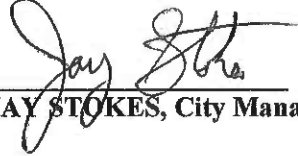
OF Harris

On the 27 day of September 2024, before me, the undersigned Notary Public, personally appeared **CHRISTINA EPPERSON**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in her capacity as **Manager** of **CC & M MANAGEMENT HOLDING, LLC** and acknowledged that she executed the same for the purpose contained therein on behalf of said corporation.



GRANTEE:

The City of Deer Park, Texas, a municipal corporation

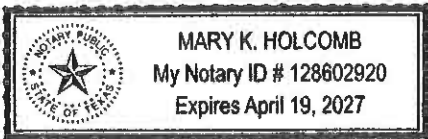


By: JAY STOKES, City Manager

STATE OF TEXAS

COUNTY OF HARRIS

On the 27th day of September, 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.



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 Deer Park Church of Christ, a subdivision of record filed at Film Code Number 674434 of the Map Records of Harris County, Texas, and being out of and a portion of a called 11.9732 acre tract described in deed to Deer Park Church of Christ on November 23, 2009 and recorded under Harris County Clerk's File Number 20090532985, 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 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 the northeast corner of Deer Park Church of Christ;

THENCE South $87^{\circ}15'02''$ West, along the southerly line of said Lot 1 and the northerly line of said Deer Park Church of Christ, a distance of 189.93 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, the **POINT OF BEGINNING** and the southeast corner of the herein described easement;

THENCE over and across said Deer Park Church of Christ the following two (2) courses and distances:

South $87^{\circ}15'02''$ West, a distance of 7.50 feet to a 5/8-inch iron rod with cap set marking the southwest corner of the herein described easement;

North $03^{\circ}02'20''$ West, a distance of 100.61 feet to a 5/8-inch iron rod with cap set 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 and the northerly line of said Deer Park Church of Christ, and marking the northwest corner of the herein described easement;

METES AND BOUNDS DESCRIPTION

0.0173 ACRE (755 SQUARE FEET)

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THENCE North 86°58'24" East, along the southerly line of said Reserve "A" 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 an angle point of the aforesaid Lot 1, the northerly northeast corner of said Deer Park Church of Christ, and the northeast corner of the herein described tract;

THENCE South 03°02'20" East, along the westerly line of said Lot 1 and the easterly line of said Deer Park Church of Christ, a distance of 100.65 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

