

DRAINAGE EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

RECITALS

WHEREAS, BROOK NICOLE HALE, (“Grantor”), an individual residing at (the “Grantor’s Property”) located at:

1322 Kitty Street, Deer Park, Harris County, Texas 77536-6494
Delo – Elaine Section Two – Lot 28, Block 1

its successors and assigns, owns that certain tract of land with boundaries as further described in the Survey (“Exhibit A”) produced by Total Surveyors, Inc. (TSI) on July 12, 2019.

WHEREAS, THE CITY OF DEER PARK, (“Grantee”), a municipal corporation situated in Harris County, Texas, whose address is 710 E. San Augustine, Deer Park, Texas 77536, plans to construct a storm sewer improvements on Grantor’s Property further described in (3) Exhibits, all of which are attached hereto and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual promises and contained herein, Parties hereby agree as follows:

In consideration of the sum of One Dollar (\$1.00), concrete driveway and four-hundred (400) linear feet of perimeter fence and gates installed on Grantor’s Property paid for by Grantee,

The receipt of which is hereby acknowledged to occur for this Easement Agreement to exist, and in consideration of the terms and conditions contained.

WHEREAS, Grantor and Grantee (the “Parties”) have agreed to enter into this Drainage Easement Agreement (the “Agreement”);

WHEREAS, in conjunction with the construction of the storm sewer drainage improvements by Grantee. Grantor assigns both:

1. Permanent Storm Sewer Easement (15-feet wide), allowing Grantee to permanently use a portion of Grantor’s Property based on the Survey (“Exhibit A”), and with a related Metes and Bounds Description shown as “Exhibit B”.
2. Temporary Construction Easement (5-feet wide), allowing Grantee to temporarily use a portion of Grantor’s Property based on the Survey (“Exhibit A”), and with a related Metes and Bounds Description shown as “Exhibit C”.
 - a. The Temporary Easement granted hereunder shall automatically terminate at a period not to exceed twelve (12) months from date this Agreement is executed.

Terms of Easement:

1. Grantee's rights in and to the Easement shall include, without limitation, access to, across, along, under and upon the Easement, to enter upon such Easement at any reasonable time to engage in such activities as may be reasonably necessary, requisite, or appropriate in Grantee's sole discretion in connection therewith, and to bring and operate such equipment thereupon as may be reasonably necessary or appropriate in Grantee's sole discretion to effectuate the purposes for which this Easement is granted; provided however, that any construction and all activity by Grantee on the Easement shall be performed and the Easement consistently maintained in accordance with all applicable laws and standards and in a manner so as to not constitute a nuisance to nearby property owners or cause damage to surrounding improvements. Grantee shall not bring onto or across, leave or deposit on the Property any hazardous or toxic waste materials.
2. Grantee agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS Grantor from any causes of action, losses, liabilities, damages, costs and expenses arising from or related to the work or other activities performed by Grantee or its successors, contractors or agents arising from or related to Grantee's exercise of the Easement granted herein, whether due to the negligence, gross negligence, intentional acts or misconduct of Grantee, its successors, contractors or agents.
3. Grantor may place any surficial concrete improvements (less than 12-inches in thickness), non-permanent structure (i.e. building on skids), and other portable property over the Drainage Easement. If Grantee requires access to easement, Grantee will bear all costs to move, remove, replace and restore Grantor's property placed over easement.

Terms of Fence Installation:

Whereas, the Grantee and Grantor wish to erect a fence between their respective properties. NOW in consideration of mutual covenants and conditions hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree that Grantee is responsible for the initial cost of the fence construction, and:

1. Grantee agrees to erect a six (6) foot fence along the perimeter of the Grantor's property,
2. Parties agree that the cost of the maintenance, upkeep, repairs and any future replacement of the fence, gate, picket, rail, kickboard, cap, post, footings, fasteners, and all other associated fence appurtenances shall be paid for by the Grantor,
3. Parties agrees to maintain their property on their side of the fence,
4. This agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, and assigns of each of the parties hereto and shall continue in effect until released by mutual agreement of the common property owners of said fence that this agreement is no longer required, and
5. This agreement gives the Grantee and its designee permission to construct a wood fence over the common property line without restrictions and maintain as described above.

THIS AGREEMENT IS NOT VALID UNLESS COUNTERSIGNED BY ALL PARTIES HERETO.

EXECUTED effective as of this 3rd day of NOVEMBER, 2021.

GRANTOR:

BROOK NICOLE HALE

By: Brook N. Hale

Date: 11-3-21

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3rd day of November, 2021 by Brooke Nicole Hale "Grantee".



Heather Danielle Callaway
Notary Public, State of Texas

GRANTEE:

THE CITY OF DEER PARK,
a Municipal Corporation situated in
Harris County, Texas

By: RABM

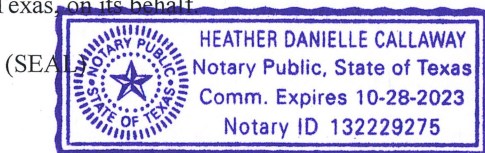
Date: 11-03-2021

Name: R. Adam Ballesteros

Title: City Engineer

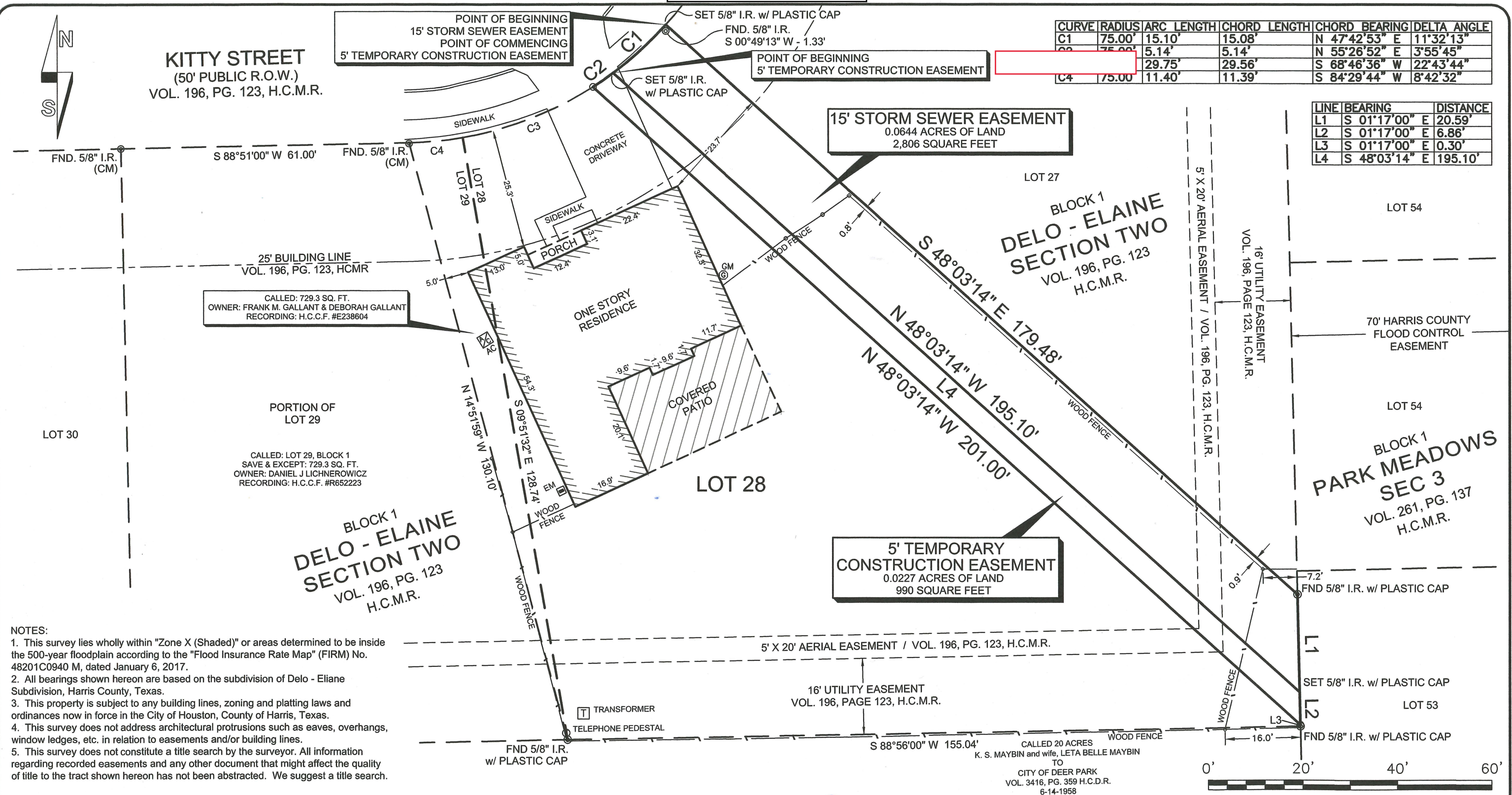
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3rd day of November, 2021 by R. Adam Ballesteros the City Engineer of THE CITY OF DEER PARK, a Municipal Corporation situated in Harris County, Texas, on its behalf.



Heather Danielle Callaway
Notary Public, State of Texas

EXHIBIT A



PROPERTY INFORMATION				DRAWING INFORMATION			
LOT		BLOCK	SUBDIVISION	SCALE	1" - 20'		
28 & PORTION OF LOT 29	1	DELO-ELAINE SECTION TWO		PROJ. #	19-180		
				FILE	1322 KITTY.DWG		
ADDRESS: 1322 KITTY STREET DEER PARK, TEXAS 77536				FIELD BY		DRAFTING BY	
				BY	CUDA		BY
OWNER: BROOK HALE				DATE	7-12-19		DATE 7-22-19
RECORDING: VOL. 196, PG. 123, H.C.M.R.			COUNTY: HARRIS	FB	Field Book		VER 2015

I, Kevin K. Kolb, do hereby certify this plat correctly represents a boundary survey made under my supervision on the ground on 7-12-19 in accordance with the information provided me and correctly represents the facts as found at the time of this survey. There are no encroachments except as shown hereon.

WITNESS MY HAND AND SEAL
THIS THE 22nd DAY OF JULY, 2019 revised: 3-12-2020

Kevin K. Kolb
Registered Professional Land Surveyor
Texas Registration No. 5269

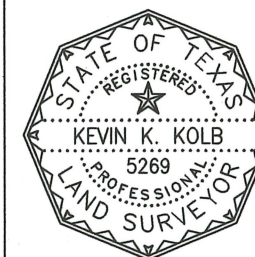


EXHIBIT B

0.0644 Acres of Land
City of Deer Park, Harris County, Texas
George M. Patrick Survey, Abstract No. 624

METES AND BOUNDS DESCRIPTION
15 FOOT STORM SEWER EASEMENT
0.0644 ACRES | 2,806 SQUARE FEET OF LAND
PORTION OF LOT 28, BLOCK 1, DELO-ELAINE SECTION TWO
GEORGE M. PATRICK SURVEY, ABSTRACT NO. 624
CITY OF DEER PARK, TEXAS

Being 0.0644 acres or 2,806 square feet of land situated in the George M. Patrick Survey, Abstract No. 624, City of Deer Park, Harris County, Texas and being a portion of Lot 28, in Block 1, of Delo-Elaine Section Two, a subdivision according to the map or plat thereof recorded under Volume 196, Page 123 of the Harris County Map Records, Harris County, Texas. Said 0.0644 acre tract being more fully described by metes and bounds as follows:

- All bearings referenced herein are based on the North American Datum of 1983 (NAD83) horizontal projection zone Texas South Central 4204.

BEGINNING at a 5/8-inch iron rod with plastic cap set for corner, from which a 5/8-inch iron rod was found at a bearing and distance of South 00° 49' 13" West – 1.33 feet, said corner being the northeast boundary corner of said Lot 28, same being the southwest boundary corner of Lot 27, in Block 1, of said Delo-Elaine Section Two, and being located in the southerly right-of-way line of Kitty Street, a called 50 foot wide public right-of-way, defined by said plat of Delo-Elaine Section Two;

THENCE South 48° 03' 14" East, along the northeast boundary line of said Lot 28, same being the southwest boundary line of said Lot 27, for a distance of 179.48 feet, to a 5/8-inch iron rod with plastic cap found for corner, said corner being located in the east boundary line of said Lot 28, same being the west boundary line of Lot 53, in Block 1, of Park Meadows Sec 3, a subdivision according to the map or plat thereof recorded under Volume 261, Page 137 of the Harris County Map Records, Harris County, Texas;

THENCE South 01° 17' 00" East, along the east boundary line of said Lot 28, same being the west boundary line of said Lot 53, for a distance of 20.59 feet, to a 5/8-inch iron rod with plastic cap set for corner;

THENCE North 48° 03' 14" West, across said Lot 28, for a distance of 195.10 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located in the northerly boundary line of said Lot 28, same being the southerly right-of-way line of said Kitty Street, and being the beginning of a curve to the left;

EXHIBIT B

0.0644 Acres of Land
City of Deer Park, Harris County, Texas
George M. Patrick Survey, Abstract No. 624

THENCE along said curve to the left, having a radius of 75.00 feet, a delta angle of $11^{\circ} 32' 13''$, and a chord bearing and distance of North $47^{\circ} 42' 53''$ East – 15.08 feet, for an arc distance of 15.10 feet, to the **POINT OF BEGINNING** and containing within these calls 2,806 square feet or 0.0644 acres of land.

A survey map or plat has been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, Texas RPLS No. 5269, dated July 22, 2019, and revised March 12, 2020. (TSI Job No. 19-180)

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, March 12, 2020



EXHIBIT B

0.0227 Acres of Land
City of Deer Park, Harris County, Texas
George M. Patrick Survey, Abstract No. 624

METES AND BOUNDS DESCRIPTION
5 FOOT TEMPORARY CONSTRUCTION EASEMENT
0.0227 ACRES | 990 SQUARE FEET OF LAND
PORTION OF LOT 28, BLOCK 1, DELO-ELAINE SECTION TWO
GEORGE M. PATRICK SURVEY, ABSTRACT NO. 624
CITY OF DEER PARK, TEXAS

Being 0.0227 acres or 990 square feet of land situated in the George M. Patrick Survey, Abstract No. 624, City of Deer Park, Harris County, Texas and being a portion of Lot 28, in Block 1, of Delo-Elaine Section Two, a subdivision according to the map or plat thereof recorded under Volume 196, Page 123 of the Harris County Map Records, Harris County, Texas. Said 0.0227 acre tract being more fully described by metes and bounds as follows:

- All bearings referenced herein are based on the North American Datum of 1983 (NAD83) horizontal projection zone Texas South Central 4204.

COMMENCING at a point for corner, from which a 5/8-inch iron rod was found at a bearing and distance of South 00° 49' 13" West – 1.33 feet, said corner being the northeast boundary corner of said Lot 28, same being the southwest boundary corner of Lot 27, in Block 1, of said Delo-Elaine Section Two, being located in the southerly right-of-way line of Kitty Street, a called 50 foot wide public right-of-way, defined by said plat of Delo-Elaine Section Two, and being the beginning of a curve to the right;

THENCE along said curve to the right, having a radius of 75.00 feet, a delta angle of 11° 32' 13", and a chord bearing and distance of South 47° 42' 53" West – 15.08 feet, for an arc distance of 15.10 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 48° 03' 14" East, across said Lot 28, for a distance of 195.10 feet, to a 5/8-inch iron rod with plastic cap set for corner, said corner being located in the east boundary line of said Lot 28, same being the west boundary line of Lot 53, in Block 1, of Park Meadows Sec 3, a subdivision according to the map or plat thereof recorded under Volume 261, Page 137 of the Harris County Map Records, Harris County, Texas;

THENCE South 01° 17' 00" East, along the east boundary line of said Lot 28, same being the west boundary line of said Lot 53, for a distance of 6.86 feet, to a point for corner;

THENCE North 48° 03' 14" West, across said Lot 28, for a distance of 201.00 feet, to a point for corner, said corner being located in the northerly boundary line of said Lot 28, same being the southerly right-of-way line of said Kitty Street, and being the beginning of a curve to the left;

EXHIBIT B

0.0227 Acres of Land
City of Deer Park, Harris County, Texas
George M. Patrick Survey, Abstract No. 624

THENCE along said curve to the left, having a radius of 75.00 feet, a delta angle of $3^{\circ} 55' 45''$, and a chord bearing and distance of North $55^{\circ} 26' 52''$ East – 5.14 feet, for an arc distance of 5.14 feet, to the **POINT OF BEGINNING** and containing within these calls 990 square feet or 0.0227 acres of land.

A survey map or plat has been prepared in conjunction with this metes and bounds description, by Kevin K. Kolb, Texas RPLS No. 5269, dated July 22, 2019, and revised March 12, 2020. (TSI Job No. 19-180)

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, March 12, 2020

