

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

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, **Timberlake Estates Property Owners Association, Inc., a Texas Corporation**, hereinafter referred to as “GRANTOR” (whether one or more), for and in consideration of the sum of **FOUR HUNDRED FIFTY NINE THOUSAND FIVE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$459,518.00)** to Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, does by these presents GRANT, SELL and CONVEY unto the **COUNTY OF HARRIS, a body corporate and politic under the laws of the State of Texas**, hereinafter called “GRANTEE”, an exclusive and perpetual easement for drainage and detention improvements and other related purposes in, along, upon, and across the following described property in the County of Harris, State of Texas, being more particularly described as follows, to wit:

11.012 of land, more or less, situated in the J.H. Callahan Survey, A-10, Harris County, Texas, said 11.012-tract being more particularly depicted and described by metes and bounds in Exhibit “A” attached hereto and made a part hereof (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 subject to all easements, restrictions, and reservations of record in the Official Public Records of Real Property of Harris County, Texas, which affect the easement herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto belonging, including all necessary rights of ingress, egress and regress, over, along and across the Easement Area, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

[Remainder left blank; signature page to follow]

EXECUTED this _____ day of _____, 20____.

GRANTOR:
Timberlake Estates Property Owners Association, Inc.

By: _____

Name: _____

Title: _____

Grantor Address:
12622 Pine Spring Lane
Cypress, Texas 77429

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____

20____, by _____, as _____ of

Timberlake Estates Property Owners Association, Inc., a Texas Corporation, on behalf of said corporation.

Notary Public Signature

Grantee Address:
1111 Fannin Street, 11th Floor
Houston, Texas 77002

**AFTER RECORDING, HOLD FOR
HARRIS COUNTY REAL PROPERTY DIVISION**

EXHIBIT “A”

[Insert legal description, metes and bounds and/or any plats or surveys]