

TEMPORARY CONSTRUCTION EASEMENT
(Trail Q, Portion of Segment 3)

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.

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

THAT HIGHLAND KNOLLS COMMUNITY ASSOCIATION, a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto WILLOW FORK DRAINAGE DISTRICT, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), a temporary easement and right-of-way (the "Temporary Easement") for the construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of recreational facilities, including, without limitation, a recreational trail and all associated grading, paving, signage, lighting, benches, bridges, landscaping, irrigation and any other related amenities and appurtenances thereto (collectively, the "Facilities") across, along, under, over, upon and through a portion of that certain tract of land located in Harris County, Texas, as more particularly described as follows:

All of Restricted Reserve "B" out of OAK PARK TRAILS SECTION 9, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code No. 523291 of the Map Records of Harris County, Texas (the "Temporary Easement Tract").

Grantee may construct, install, maintain, repair, relocate, replace, remove, modify the Facilities across, along, under, over, upon and through the Temporary Easement Tract and may enter upon the Temporary Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and

remove trees, growth, shrubbery, vegetation, and other improvements from within the Temporary Easement Tract and the right to bring and operate such equipment thereupon as may be necessary, requisite, convenient or appropriate to effectuate the purposes for which the Temporary Easement is granted. Grantee will, at all times after doing any work in connection with the Temporary Easement, restore the surface of the Temporary Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery or other improvements removed from within the Temporary Easement Tract in connection with the construction, repair, maintenance, relocation, replacement, modification, or removal of the Facilities.

Following completion of the Facilities, Grantee shall obtain a metes and bounds legal description of the portion of the Temporary Easement Tract upon which the Facilities are located (the "Facilities Tract") and deliver the same to Grantor. Grantor and Grantee shall execute a Special Warranty Deed (in the form attached hereto as **Exhibit C**, the "Conveyance Instrument") conveying fee simple in and to the Facilities Tract to Grantee. The Temporary Easement shall terminate and shall automatically revert to Grantor without the necessity of Grantor's taking any action upon recordation of the Conveyance Instrument in the Official Public Records of Real Property of Harris County, Texas.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests affecting the Temporary Easement Tract and appearing of record in the Official Public Records of Real Property of Harris County, Texas, to the extent that the same are in effect and validly enforceable against the Temporary Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Temporary Easement for the purposes set forth herein.

Except for the express written terms and provisions set forth in this instrument, Grantor acknowledges and agrees that neither Grantee, nor any of its agents or representatives, has made any representations, agreements, inducements or statements to Grantor to induce Grantor into granting the Temporary Easement or executing this instrument. This instrument constitutes the entire agreement between Grantor and Grantee, and supersedes any and all prior agreements between the parties, if any, written or oral, with respect to the subject matter hereof.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Temporary Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Temporary Easement, right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns. Accordingly, should fee simple title to the Temporary Easement Tract be sold, granted, or conveyed at any time subsequent to the date of this instrument, then any subsequent fee simple title owner of the Temporary Easement Tract shall acquire all the rights, duties, and obligations of Grantor hereunder, and the reversion of the Temporary Easement shall be to the owner of the fee simple title at the time of such reversion.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[Signature pages follow this page]

EXECUTED this 17th day of September, 2020.

GRANTOR:

**HIGHLAND KNOLLS
COMMUNITY ASSOCIATION,**
a Texas non-profit corporation

By: Lisa Balkanli
Name: LISA BALKANLI
Title: President

THE STATE OF TEXAS

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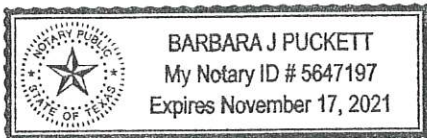
COUNTY OF HARRIS

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This instrument was acknowledged before me on this 17th day of September, 2020, by LISA BALKANLI, PRESIDENT of HIGHLAND KNOLLS COMMUNITY ASSOCIATION, a Texas non-profit corporation, on behalf of said non-profit corporation.

(NOTARY SEAL)



Barbara J. Puckett
Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

WILLOW FORK DRAINAGE DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this ____ day of
_____, 2020, by _____,
_____ and _____,
_____ of WILLOW FORK DRAINAGE DISTRICT, a political
subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A – Form of Conveyance Instrument

After recording, please return to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

Exhibit A
Form of Conveyance Instrument

SPECIAL WARRANTY DEED
(Trail Q, Portion of Segment 3)

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.

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

THAT **HIGHLAND KNOLLS COMMUNITY ASSOCIATION**, a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **WILLOW FORK DRAINAGE DISTRICT**, a political subdivision of the State of Texas, its successors and assigns ("Grantee"), all of that certain tract of real property situated in Harris County, Texas, containing ___ acres, as more particularly described in **Exhibit A** shown on **Exhibit B**, both attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Harris County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

[Signature pages follow this page.]

EXECUTED this 17th day of September, 2020.

GRANTOR:

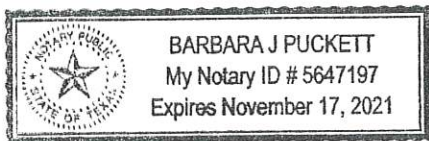
**HIGHLAND KNOLLS
COMMUNITY ASSOCIATION,**
a Texas non-profit corporation

By: Lisa Balkanli
Name: LISA BALKANLI
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of September, 2020, by LISA BALKANLI, PRESIDENT of HIGHLAND KNOLLS COMMUNITY ASSOCIATION, a Texas non-profit corporation, on behalf of said non-profit corporation.

(NOTARY SEAL)



Barbara J. Puckett
Notary Public, State of Texas

Attachments:

Exhibit A - Description of the Property

Exhibit B - Sketch of the Property

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department