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EASMT  
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RP-2024-6590  
01/05/2024

## Easement Agreement for Reciprocal Access

**Date:** October 30, 2023

**First Party:** Darrin Harvey and Roxane Harvey

**First Party's Mailing Address:** 515 E Hufsmith Road Tomball, Tx 77375

**Second Party:** Darrin Harvey and Roxane Harvey

**Second Party's Mailing Address:** 515 E Hufsmith Road Tomball, Tx 77375

**First Party's Property:** A 2.0000 acre (87,117.30 sq.ft.) tract of land Being Lot 3, Block 1, of Estates On Hufsmith, as recorded in Film Code No. 688468, of the Harris County Map Records of Harris County, Texas.

**Second Party's Property:** A 2.9137 acre (126,948.65 sq.ft.) tract of land Being Lot 1, Block 1, of Estates On Hufsmith, as recorded in Film Code No. 688468, of the Harris County Map Records of Harris County, Texas.

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across and between First Party's Property and Second Party's Property and portions thereof.

**Easement Description:** See Exhibit "A" attached.

**Exceptions and Reservations to Conveyance and Warranty:** This conveyance is made subject to any and all restrictions, covenants, reservations, conditions, easements, rights-of-way, oil and gas leases, mineral severance and other instruments (other than liens and conveyances), if any relating to the above described properties, but only to the extent that they are valid, still in effect and shown of record; any encroachments or overlapping of improvements; to all zoning laws, regulations and ordinances of municipal and other governmental authorities; if any, but only to the extent they are valid and still in effect relating to the above described properties.

**Grants of Easements:** First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, grants, sells, and conveys to Second Party and Second Party's heirs, successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's heirs, successors, and assigns forever. First Party binds First Party and First Party's heirs, successors, and assigns to warrant and forever

defend the title to the easement, rights, and appurtenances in Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property.

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, Grants, sells, and conveys to First Party and First Party's heirs, successors, and assigns an easement to, over, and across Second Party's Property for the Easement Purpose and for the benefit of all or any portion of First Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property.

The easements, rights, and appurtenances hereby granted by and between First Party and Second Party are referred to herein as the "Easements." First Party's Property and Second Party's Property are sometimes referred to herein collectively as the properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

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

1. **Character of Easements.** The Easements are appurtenant to and run with the Properties, and portions thereof, whether or not the Easements are referenced or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders").
2. **Duration of Easements.** The duration of the Easements is perpetual.
3. **Non-exclusiveness of Easements.** The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement.
4. **Use and Location of Easement.** The Parties and other Holders will be entitled to exercise direct access to and between the Properties without interference except as set forth in this agreement and to use all access areas, driveways, and parking lots located on any portion of the Properties in exercising the Easements. A Holder may erect curbs


or other barriers to traffic between the Properties owned by that Holder and Adjacent portions of the Properties, including but not limited to differences in grade levels, only to the extent that such curbs or other barriers will not unreasonably interfere with or restrict direct access to and between the Properties by the Holders of other portions of the Properties and their employees, customers, and other invitees. A Holder may erect buildings and other improvements on the portion of the Properties owned by that Holder only to the extent that the buildings and other improvements will not unreasonably interfere with the use of and access to the access areas, driveways, and parking lots on such portion of the Properties by the other Holders and their employees, customers, and other invitees. A Holder's employees, customers, and other invitees will not be entitled to park on the other Holder's Properties but will be permitted to walk or drive across and otherwise traverse the Properties to obtain ingress to or egress from the other Properties.

5. **Maintenance of Easement Property.** All access ways, driveways, and parking lots located on the Properties must be maintained at a level of appearance and utility consistent with the highest industry standards then prevailing for similarly used properties in the market in which the Properties are located. Each Holder will be solely responsible for the costs of maintaining the access ways, driveways, and parking lots located on that Holder's Properties. If a Holder does not perform the required maintenance then any other Holder, after giving the nonperforming Holder thirty days' written notice, will have the right to perform the maintenance and receive reimbursement from the nonperforming Holder. Reimbursement will be payable on demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).
6. **Rights Reserved.** Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.
7. **Equitable Rights of Enforcement.** These Easements 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 the existence of interference or threatened interference, without the necessity of 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.

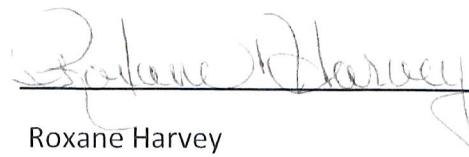
9. **Binding Effect.** This agreement binds and insures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.
10. **Choice of Law.** This agreement will be construed under the laws of the States of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.
11. **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 will be construed together and will constitute one and the same instrument.
12. **Waiver of Default.** It is not a waiver of or consent to default in the no defaulting Party fails to declare immediately a default or delays in taking any action. 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 indemnifying Party.
15. **Integration.** This agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
16. **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 provision 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. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.
17. **Notices.** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when 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, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. **Recitals.** Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.
19. **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

**First Party:**


  
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 Darrin Harvey

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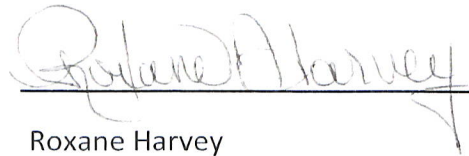
  
 \_\_\_\_\_  
 Roxane Harvey

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**Second Party:**

  
 \_\_\_\_\_  
 Darrin Harvey


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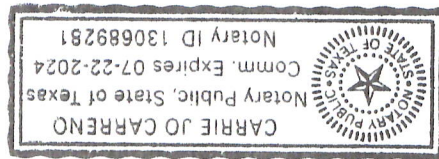
  
 \_\_\_\_\_  
 Roxane Harvey

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**State of Texas**  
**County of Harris**

This instrument was acknowledged before me on the 5<sup>TH</sup> day of JAN. 2024,  
 2023,  
 by Darrin Harvey and Roxane Harvey.

  
 \_\_\_\_\_  
 Notary Public, State of Texas



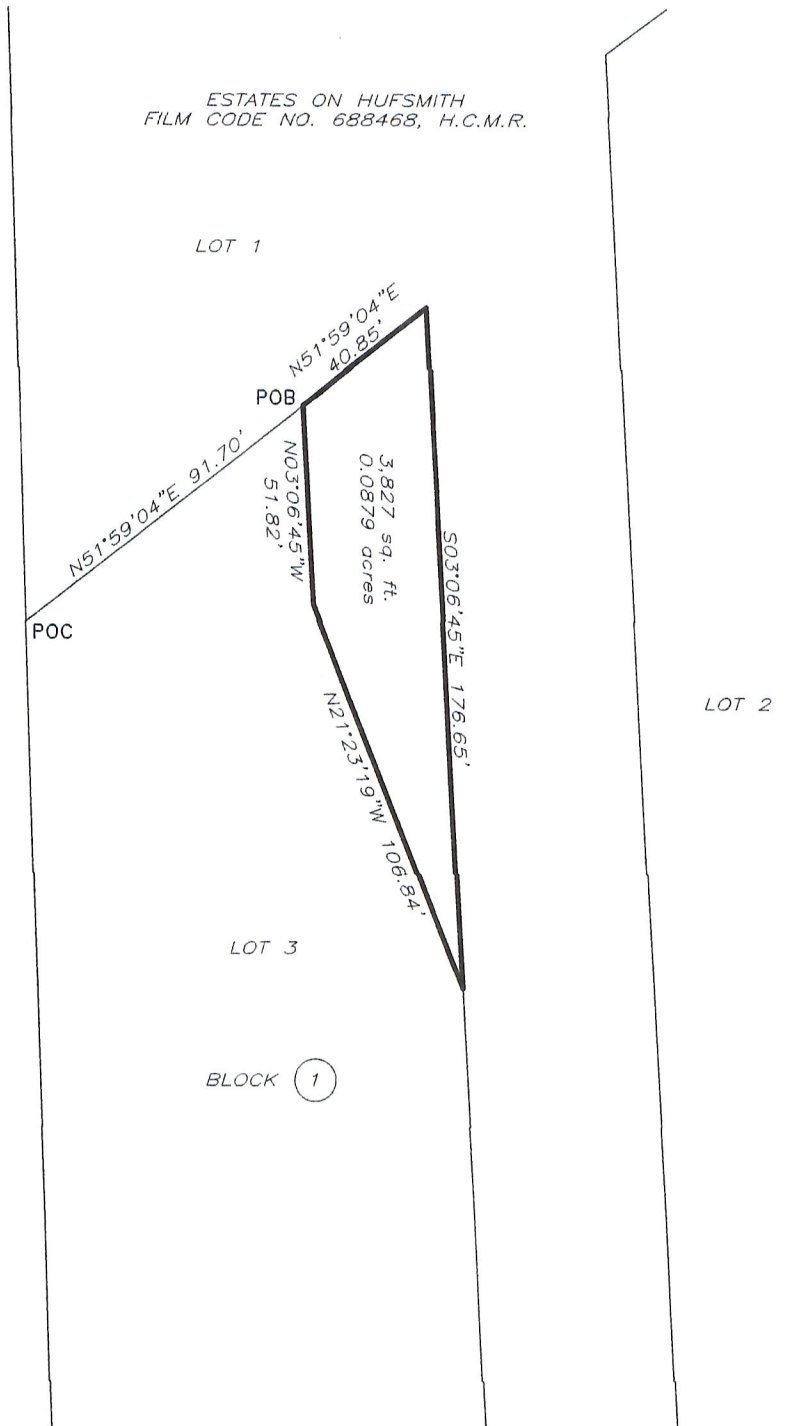
513 E Hufsmith Road  
Tomball, Texas 77375

# EXHIBIT "A"

ESTATES ON HUFSMITH  
FILM CODE NO. 688468, H.C.M.R.

SCALE: 1" = 50'

Harris County Flood Control District  
11.782 Acre Tract  
(C.F. No. L670726,  
Film Code No. 116-78-0536)



ACCESS EASEMENT  
0.0879 ACRES/3,827 SQ.FT.  
OUT OF LOT 3, BLOCK 1 OF  
ESTATES ON HUFSMITH

ACCORDING TO THE MAP OR PLAT  
THEREOF RECORDED IN FILM CODE  
No. 688468 OF THE MAP RECORDS  
OF HARRIS COUNTY, TEXAS.

## PLS CONSTRUCTION LAYOUT, INC

2010 N LOOP W FWY STE 280  
HOUSTON, TEXAS 77018  
E-Mail: [plssl@yahoo.com](mailto:plssl@yahoo.com)  
Tel. 713-480-4075

Scale: 1" = 50'	Job NO: 22-394
Drawn By: AF	Date: 12/08/2022 Sheet 1 of 1

EXHIBIT "A"

Bowden Survey  
Texas Firm No. 10127400

October 30, 2023  
Page 1 of 2

**PRIVATE ACCESS EASEMENT  
0.0879 ACRE/3,827 SQUARE FEET)**

BEING A 0.0879 ACRE (3,827 SQ.FT.) TRACT OF LAND, OUT OF THE NORTHEAST CORNER OF LOT 3, BLOCK 1, OF ESTATES ON HUFSMITH, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 688468, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. SAID 0.0879 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

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**Commencing** at the common corner of Lot 1 and Lot 3, Block 1, of Estates On Hufsmith, on the east right of way line of a called 11.782 acre tract of land conveyed to Harris County Flood Control District in H.C.C.F. No. L670726;

**THENCE**, North 51°59'04" East, along the north property line of Lot 3, a distance of 91.70 feet to the **Point of Beginning** of herein described tract;

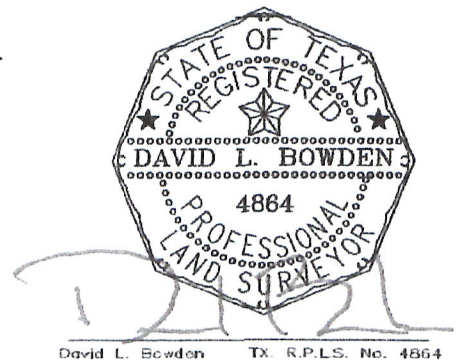
**THENCE**, North 51°59'04" East, continuing along the north property line of Lot 3, a distance of 40.85 feet to a point for corner of herein described tract;

**THENCE**, South 03°06'45" East, with common property line of Lot 1 and Lot 3, a distance of 176.65 feet to a point for corner of herein described tract;

**THENCE**, North 21°23'19" West, through Lot 3, Block 1, of Estates On Hufsmith, a distance of 106.84 feet to a point for corner of herein described tract;

**THENCE**, North 03°06'45" West, parallel with the east property line of Lot 3, Block 1, of Estates On Hufsmith, a distance of 51.82 feet to the **POINT OF BEGINNING** of herein described tract containing 0.0879 acres (3,827 square feet) of land more or less.

A survey drawing accompanies this metes and bounds description.



David L. Bowden TX. R.P.L.S. No. 4864