

## **EASEMENT AGREEMENT FOR INGRESS, EGRESS AND ACCESS**

This Easement Agreement for Ingress, Egress and Access (the "Easement Agreement") is executed by CAYCO HOLDINGS, L.P., a Texas limited partnership (the "Grantor") in favor of the CITY OF SEABROOK (the "Grantee"), for the purposes and upon the consideration herein set forth.

### **RECITALS**

A. Grantor is the owner of that certain tract of real property in Harris County, Texas being described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Tract"). Grantee has requested that Grantor convey to Grantee an easement over, under and across the westerly most ten (10) feet of the Grantor Tract (the "Easement Tract"), which Easement Tract is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

B. By this Easement Agreement, Grantor desires to grant to Grantee a permanent exclusive easement (the "Easement") over, under and across the Easement Tract for the widening of Elam Street, for motor vehicle and pedestrian ingress, egress and as a right-of-way across the Easement Tract, for drainage as may be required by Grantee and for constructing, maintaining, repairing, operating and using the Easement Tract (collectively called the "Easement Purposes"), subject to the conditions and limitations herein set forth.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant to Grantee the Easement described in this Easement Agreement, according to the terms and provisions set forth herein.

### **GRANT OF EASEMENT**

1. **GRANT OF EASEMENT.** Grantor grants, sells and conveys the Easement to Grantee over and across the Easement Tract, which shall be a permanent, exclusive easement appurtenant and right-of-way upon and across the Easement Tract.

2. **PURPOSE OF EASEMENT.** The Easement is granted for the benefit of Grantee and of the public for the Easement Purposes.

3. **DEDICATION.** The Easement herein granted constitutes a dedication of the Easement Tract to the general public.

4. **RECITALS.** The Recitals set forth above are incorporated into this Easement Agreement as though fully set forth herein.

## GENERAL COVENANTS

5. DURATION OF EASEMENT. The Easement shall continue in perpetuity over and across the Easement Tract for the benefit of Grantee. If Grantee intends to permanently abandon the Easement, Grantee shall give Grantor one hundred twenty (120 days) prior written notice of its intent to abandon the Easement, and Grantee shall, at its expense, during such one hundred twenty (120) day period, permanently remove all facilities, paving and improvements placed on the Easement Tract. At the end of the one hundred twenty (120) day period, the Easement Tract shall revert to Grantor, its successors and assigns, free and clear of the Easement.

6. MAINTENANCE BY GRANTEE. Grantee shall maintain and repair the pavement areas and any improvements located on or under the Easement Tract at Grantee's sole expense.

7. INDEMNITY BY GRANTEE. Grantee does hereby indemnify and hold Grantor harmless for the acts, omissions and negligence of Grantee, its agents, employees, contractors, successors and assigns, and for any damages, causes of action, costs, expenses and liability which may result from such acts, omissions or negligence, including reasonable attorney's fees, litigation expenses and costs of court.

8. NOTICES. All notices from Grantor to Grantee, or from Grantee to Grantor, required or permitted to be given pursuant to this Agreement, shall be in writing and shall be deemed received when sent by either certified mail, return receipt requested, postage prepaid, via messenger with receipted delivery, or via nationally recognized overnight air courier, to the parties at the addresses shown below:

If to Grantor: Cayco Holdings, L.P.  
8850 Hempstead Road  
Houston, Texas 77008

If to Grantee: City of Seabrook  
Attn.: City Manager  
1700 1<sup>st</sup> Street  
Seabrook, Texas 77586

All notices shall specifically refer to this Easement Agreement. The address of any party to this Agreement, or of a successor or assign to a party to this Agreement, may be changed by written notice to the other party given in the manner required for notices as described above.

9. BINDING EFFECT. The terms and provisions of this Easement Agreement shall bind and inure to the benefit of Grantor and Grantee, and to their respective successors and assigns.

10. CONTROVERSIES AND ATTORNEY'S FEES. If any controversy, claim or dispute arises relating to this Easement Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs of court.

11. ENTIRE AGREEMENT. This Easement Agreement contains the entire agreement between Grantor and Grantee relating to the Easement. Any subsequent amendment or modification must be in writing and agreed to by Grantor and Grantee, their successors and assigns.

12. AUTHORITY. The undersigned individuals who sign this Easement Agreement on behalf of Grantor and Grantee, respectively, have all necessary authority to execute this Easement Agreement and to bind the party that they represent.

13. MULTIPLE COUNTERPARTS. This Easement Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original, but together shall constitute one instrument.

EXECUTED effective this \_\_\_ day \_\_\_\_, 2020.

GRANTOR: CAYCO HOLDINGS, L.P.,  
a Texas limited partnership

By: SERVICES BY CL, L.L.C.,  
a Texas limited liability company,  
its General Partner

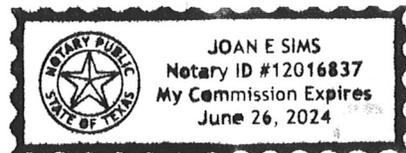
By: Cayne Labure  
Cayne Labure, Managing Member

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29<sup>th</sup> day of June, 2020 by Cayne Labure, the Managing Member of Services by CL, L.L.C., a Texas limited liability company, on behalf of said limited liability company, in its capacity as the General Partner of CAYCO HOLDINGS, L.P., a Texas limited partnership, on behalf of the limited partnership in said capacity.

Joan E Sims  
NOTARY PUBLIC, State of TEXAS



GRANTEE:

CITY OF SEABROOK

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Seabrook, on behalf of said City.

\_\_\_\_\_  
NOTARY PUBLIC, State of T E X A S

**LEGAL DESCRIPTION – EXHIBIT A**  
**Grantor Tract**

A one acre tract of land out of the A. B. Menard Home Tract located in the South one-half of the Ritson-Morris Survey, Abstract 52, in Harris County, Texas, said tract being that same tract of land conveyed to Mohamad Javadi, a/k/a M. J. Javadi, from Amalfi Realty Co., N.Y., a Netherlands Antilles Corporation, by Deed dated March 21, 1995, recorded under Harris County Clerk's File No. R372387, and said tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod at the intersection of the Northerly right-of-way line of Nasa Road One (100 feet wide) and the Easterly right-of-way line of Elam Road (30 feet wide);

THENCE North 08 Deg. 59 Min. 33 Sec. East, 1121.95 feet along and coincident with the East right-of-way line of Elam Road to a 1/2 inch iron rod found at the POINT OF BEGINNING of this tract;

THENCE continuing North 08 Deg. 59 Min. 33 Sec. East, 181.99 feet along and coincident with the East right-of way line Elam Road to a "Mag" nail found in asphalt in the Southerly right-of-way line of Larrabee Street (40 feet wide);

THENCE South 65 Deg. 56 Min. 18 Sec. East, 232.14 feet along and coincident with the Southerly right-of-way line of Larrabee Street to a 1/2 inch iron rod found for corner;

THENCE South 00 Deg. 05 Min. 04 Sec. East, 192.59 feet to a 1/2 inch iron rod found for corner;

THENCE North 65 Deg. 56 Min. 18 Sec. West, 263.60 feet to the POINT OF BEGINNING.

**LEGAL DESCRIPTION – EXHIBIT B**  
**Easement Tract**

Being a 0.0418 acre (1,820 square feet) tract of land being a part of and out of that certain one acre tract as described in conveyance to Cayco Holdings LP, recorded at Harris County Clerk's File No. 20140549780, said 0.0418 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found at the intersection of the east line of Elam Street (30' right of way) and the south line of Larrabee Street (40' right of way);

**THENCE** S69°33'03"E along and with said south line of Larrabee Street (40' right of way), a distance of 10.36 feet to a set 5/8 inch iron rod marking the northeast corner of the herein described tract;

**THENCE** S05°22'49"W, east of and parallel to said east line of Elam Street (30' right of way) a distance of 182.00 feet to a set 5/8 inch iron rod marking the southeast corner of the herein described tract;

**THENCE** N69°33'03"W, a distance of 10.36 feet to a point in said east line of Elam Street (30' right of way);

**THENCE** N05°22'49"E along and with said east line of Elam Street (30' right of way) a distance of 182.00 feet to the **POINT OF BEGINNING**.

Basis of Bearing: Grid North Texas State Coordinate System, NAD83, South Central Zone.

NOTE: THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF ROBERT D. ELLIS REGISTERED PROFESSIONAL LAND SURVEYOR REG. NO. 4006 DATED JUNE 11, 2020 AS DEPICTED ON SURVEY PLAT ATTACHED HERETO AND TO WHICH REFERENCE IS HEREBY MADE.

