

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, BAYSIDE TERRACE CIVIC CLUB, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the City of La Porte, Texas, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby GRANT, BARGAIN, SELL, GIVE, TRANSFER AND CONVEY unto said Grantee, its successors and assigns, a perpetual easement and right-of-way upon, in, on, over, under and across that property situated in the City of La Porte, Harris County, Texas, described and depicted in Exhibit A attached hereto and incorporated herein for all purposes (the "Easement Property") for the Easement Purpose (as hereinafter defined), together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

The said Easement may be used (i) for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, and removing underground storm sewer lines (the "Facilities"), together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes, and (ii) for grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through and under the Easement Property (the "Easement Purpose"). Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Property for the Easement Purpose; however, Grantee shall use reasonable efforts to not interfere with Grantor's business operations.

Grantee has, together with the Easement and for the consideration set forth herein, the right of ingress and egress upon, over and across as much of Grantor's property which is adjacent to the Easement Property as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing such utilities and all appurtenances, facilities, equipment and attachments thereto; the right to prevent possible interference with the operation of said utilities and to remove possible hazards thereto; and the right to prevent the construction within the Easement Property of any building, structure or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of said utilities and the appurtenances, facilities, equipment and attachments thereto.

Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property, any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee; provided, however, that Grantor shall have the right to construct paving, driveways and parking areas upon the surface of the Easement. Grantee shall have the right to remove, and keep removed, all or

parts of any building, structure, or other improvement (other than the paving improvements set forth above), or any shrub, tree, or other growth, of any character that is located within the Easement Property which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the facilities described herein or the exercise of Grantee's rights hereunder.

The Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns.

The Easement and the rights and privileges herein granted are and shall be perpetual and irrevocable. Grantee may assign, transfer, or otherwise convey this Easement in whole or in part. This Easement shall be construed under the laws of the State of Texas. Venue is in Harris County.

The easement, rights and privileges granted herein are non-exclusive and the Grantor reserves and retains the right to use the Easement Property for all purposes which do not unreasonably interfere with the rights hereby granted, including, without limitation, crossing the same with driveways, parking areas, paving, fencing and gates, etc.; provided, however, Grantor shall not install other utilities or grant other utility easements which would interfere with the operation and maintenance by Grantee of the Facilities.

TO HAVE AND TO HOLD the Easement herein granted, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever. Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the Easement, or any part thereof, herein granted to Grantee and Grantee's successors and assigns against every person lawfully claiming or to claim the Easement or any part thereof, through Grantor, but not otherwise, subject to all matters of record as of the date hereof.

Grantee will at all times when doing any work in connection with the construction, operation, maintenance or repair of the Facilities, follow customary and standard construction practices and restore all disturbed areas/items as close to the condition in which it was found before such work was undertaken as is reasonably practicable. In connection with initial construction of the Facilities, restoration efforts shall include, but not be limited to: removal of the existing fence along Fondren Street, and replacing the fence with a seven foot (7') high fence (material to be determined by Bayside Terrace Civic Club); replacing the existing asphalt parking area along Fondren Street with concrete, and restriping the new concrete parking area; and re-sodding any grass areas disturbed due to construction activity.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 4 day of May, 2022.

GRANTOR:

BAYSIDE TERRACE CIVIC CLUB

By: Lisa Maher, President

By: Lisa Maher

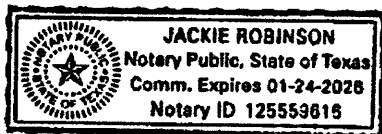
THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 4 day of may, 2022, by Lisa Maher, as President of BAYSIDE TERRACE CIVIC CLUB, on behalf of said civic club.

(SEAL)



[Signature]
Notary Public in and for the
State of TEXAS

RP-2022-332449

[SIGNATURE PAGE TO UTILITY EASEMENT]

AGREED AND ACCEPTED:

GRANTEE:

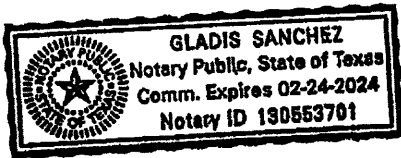

Corby D. Alexander, City Manager


ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

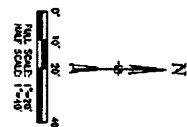
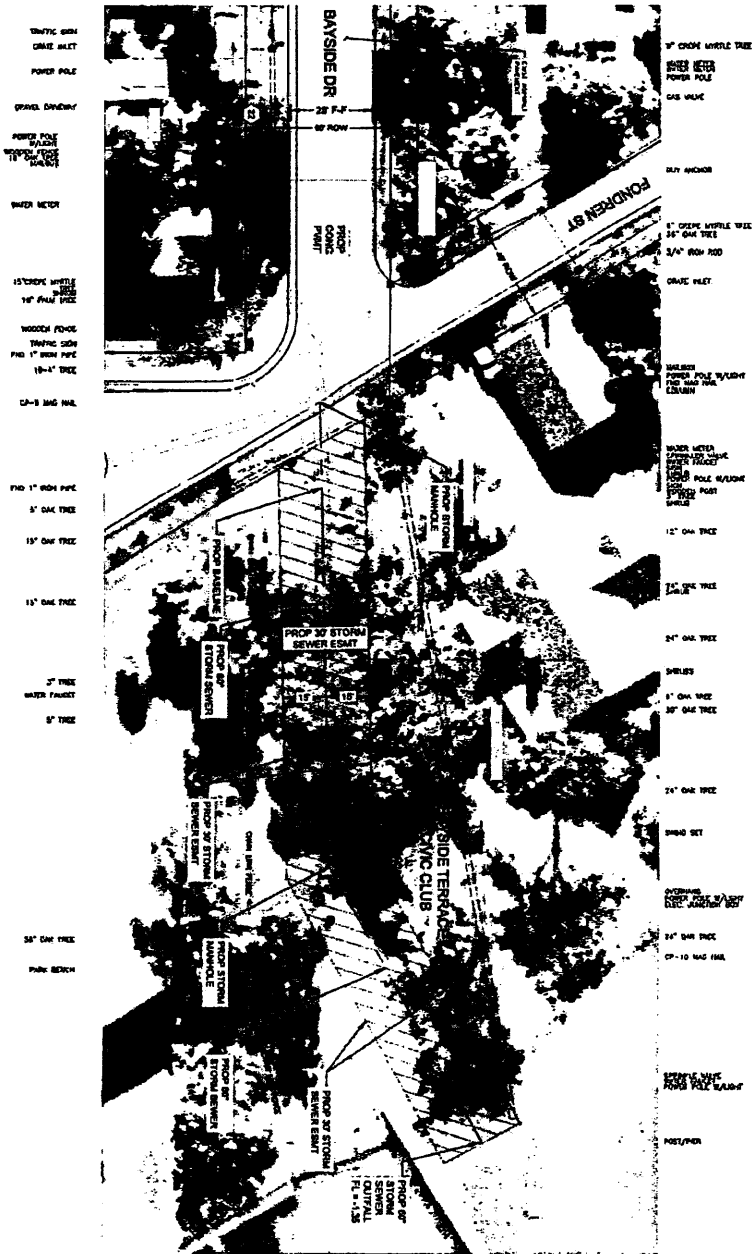
The foregoing instrument was acknowledged before me on May 10, 2022, by Corby D. Alexander, City Manager, City of La Porte, Texas.




Notary Public, State of Texas

RP-2022-332449

**BAYSIDE TERRACE OUTFALL
"EXHIBIT A"**



LEGEND

- EXIST STORM SEWER
- EXIST UTILITY SHAFT
- EXIST ROW
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED STORM SEWER SHAFT

HALFF

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CITY OF LA PORTE

222022

BAYSIDE TERRACE SUBDIVISION DRAINAGE IMPROVEMENTS	
Project No.:	34805.001
Issued:	2/22/2022
Design By:	DW
Checked By:	KAR
Scale:	AS NOTED
Sheet Title	EXHIBIT A

Sheet Number	1
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RP-2022-332449

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Pages 6

06/28/2022 08:36 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$34.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS