

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.

ACCESS EASEMENT

Date: February 9, 2026

This Access Easement Agreement (the "Easement") between the City of Port Lavaca, a Texas Home Rule City (hereinafter "CITY") and Equalizer, Inc., a Texas corporation, whose address is P.O. Box 154579 Waco, Texas 76715 (hereinafter "GRANTEE"), is effective as of the 9th day of 2026.

WHEREAS, GRANTEE desires an Easement across a portion of land owned by CITY, such land being more fully described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes; and

WHEREAS, CITY intends to grant an Access Easement to GRANTEE over said land for the purpose of installation, construction, use, maintenance, replacement, repair, and modification of a bridge or culvert structure for a vehicular drive across Corporation Ditch in accordance with all applicable local, State and Federal laws and ordinances on the CITY's property described in Exhibit "A", for the purpose of private transportation between two tracts of land, each owned by the Grantee and divided by Corporation Ditch.

WHEREAS, the CITY has determined that the granting of an Access Easement to GRANTEE is authorized by law and constitutes a valid public benefit including:

- a) increased safety to the traveling public by minimizing truck traffic entering and exiting FM 1090 on either side of Corporation Ditch;
- b) less wear and tear and required maintenance on FM 1090 due to increased truck traffic in a short section of the highway.

WHEREAS, the parties desire to set forth the terms and conditions under which the Easement can be acquired by GRANTEE from the CITY;

NOW, THEREFORE, the Parties hereto, in consideration of the premises and covenants herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, each intending to be legally bound, agree as follows:

Easement Property: A 60.0 ft wide easement across that certain 1.61 acre tract of land, being a 70 ft wide right-of-way of Corporation Ditch, conveyed to the City of Port Lavaca by deed dated January 27, 1965 and recorded in Volume 210, Page 342 of the Calhoun County Deed Records. The centerline of the easement is approximately 500 feet north of the north right-of-way line of FM 1090, and will be contiguous with the centerline of the bridge/culvert structure.

Consideration: In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and the further consideration of a commitment by GRANTEE to negotiate in good faith with CITY for the CITY's acquisition of a drainage easement and possible additional acreage, estimated at no greater than 3.0 acres, situated in property owned by the GRANTEE, with Property ID Number 50839.

Grantor does hereby grant to Grantee an easement over, on, and across the Easement Property for the Easement Purpose (collectively, the "Easement"), to have and to hold the Easement to Grantee

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

1. Character of the Easement: Non-exclusive.
2. Purpose of Easement: The planning, installation, construction, use, maintenance, replacement, repair, and modification of a bridge or culvert structure for a vehicular drive across Corporation Ditch in accordance with all applicable local, State and Federal laws and ordinances on the CITY's property described in Exhibit "A", for the purpose of private transportation between two tracts of land, each owned by the Grantee and divided by Corporation Ditch.
3. Reservation of Rights: CITY retains the title to the Easement Property, subject to the rights granted to GRANTEE in this Agreement. Except as otherwise provided in this Agreement, Grantor retains the right to use the Easement Property for all lawful purposes provided such use does not obstruct the easement or the design drainage capacity thereof.
4. Improvements and structures in the easement:
 - a. The cost to design, construct, use, maintain, replace, repair or modify any and all structures and improvements within the easement shall be at no expense to the CITY and is completely the responsibility of the GRANTEE.
 - b. No improvements or structures shall be constructed without first obtaining written approval from the CITY, based upon a full review of engineered construction plans and drainage capacity calculations, prepared by a licensed professional engineer registered in the State of Texas.
 - c. GRANTEE acknowledges that the CITY will dictate the minimum drainage capacity that any structure constructed in the easement must have. GRANTEE further acknowledges that these design specifications are being prepared as part of an on-going drainage improvement project of the Corporation Ditch and are not available at the time of execution of this agreement. CITY agrees that once the design drainage capacity requirements have been established for this easement, such information will be provided to GRANTEE in writing.
 - d. Any improvement or structure constructed in the easement must be properly maintained by GRANTEE to maintain the required design drainage capacity at all times.

- e. Any repair, modification or replacement of any improvement or structure constructed in the easement must adhere to the same terms and conditions as the original construction.
 - f. GRANTEE shall regularly mow or cut back vegetation on any improvements or structures constructed in the easement and to keep the Easement property free of litter, debris or trash generated by the GRANTEE's adjoining property.
5. Duration of Easement: This Access easement shall remain in effect for a period in which GRANTEE actively plans, constructs, uses and properly maintains, repairs, replaces or modifies a bridge or culvert structure for a vehicular drive across Corporation Ditch. The herein granted easement shall pass to GRANTEE's successors and assigns, subject to all of the terms hereof.
 6. Improvement and Maintenance of Easement Property. Improvement and maintenance of the Easement Property will be at the sole expense of GRANTEE, its Successors and Assigns. Grantor has the right to eliminate any encroachments into the Easement Property that are not in compliance with the terms herein.
 7. Termination of Easement: At such time this lease is terminated, by mutual agreement or any of the terms and conditions are no longer met, any constructed improvement or structure will be removed by the GRANTEE at no expense to the CITY, within 120 days of the date that the easement is terminated, unless otherwise mutually agreed by both parties.
 8. Indemnification. **To the extent allowed by Texas law, but not otherwise, each Party shall indemnify, defend, and hold harmless the other for all claims, losses, demands, suits, proceedings, expenses, damage, or liability, including reasonable attorney's fees, to which the other is in any way subject, resulting from and to the extent of the negligence, gross negligence, or willful misconduct of such Party or the direct or indirect employees, agents, contractors, or permittees under such Party's direct or indirect control, authority, or permission.**

Executed this, the ____ day of _____, _____.

GRANTOR:
City of Port Lavaca, Texas

GRANTEE:
Equalizer, Inc.

By: _____
Jack Whitlow, Mayor

By: _____
Doug Stevens, President

Attest:

Mandy Grant, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF CALHOUN §

This instrument was acknowledged before me on February ____, 2026, by Jack Whitlow, Mayor of City of Port Lavaca, Texas, a Texas home-rule municipality, Grantor, on behalf of Grantor.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF CALHOUN §

This instrument was acknowledged before me on February ____, 2026, by Doug Stevens, President of City of Port Lavaca, Texas, a Texas Corporation, Grantee, on behalf of Grantee.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Port Lavaca, Texas
202 N. Virginia
Port Lavaca, Texas 77979