

ACCESS EASEMENT AGREEMENT

DATE: _____, 2021

GRANTOR: TOMBALL ECONOMIC DEVELOPMENT CORPORATION
401 W. Market Street
Tomball, Texas 77375

GRANTEE: PACKERS PLUS ENERGY SERVICES (USA) INC.
11415 Spell Road
Tomball, TX 77375

DOMINANT ESTATE PROPERTY:

All that certain tract or parcel of land, lying and brig situated in Harris County, Texas out of the Tomball Business and Technology Park Lot 4 Partial Replat, F.C. NO. 674930, H.C.M.R., containing ____ acres of land, more or less, being more fully described by metes and bounds on Exhibit “A” attached hereto and incorporated herein for all purposes pertinenet. **(Owned by Grantee)**

PROPERTY SUBJECT TO EASEMENT:

All that certain tract or parcel of land, lying and brig situated in Harris County, Texas out of the Tomball Business and Technology Park Lot 4 Partial Replat, F.C. NO. 674930, H.C.M.R., containing ____ acres of land, more or less, being more fully described by metes and bounds on Exhibit “B” attached hereto and incorporated herein for all purposes pertinenet. **(Owned by Grantor)**

EASEMENT PURPOSED: Providing free and uninterrupted vehicular and pedestrian ingress to and egress from the Dominate Estate Property to and from Spell Road, a public right of way in the City of Tomball, Harris County, Texas.

CONSIDERATION: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: All valid and subsisting leases, easements, restrictions, rights-of-way, conditions, exceptions, reservations, or covenants of whatsoever nature of record, if any, in the office of the County Clerk of Harris County, Texas, and also all zoning laws and other restrictions, regulations, ordinances, and statutes of municipal and other governmental authorities applicable to and enforceable against the Property Subject to the Easement.

GRANT OF EASEMENT: Grantor, for the Consideration and Subject to the Reservations from and Exceptions to Conveyance and Warranty and the terns of this Access Easement Agreement, grants and conveys to Grantee and Grantee’s heirs, executors, administrators, successors, and assigns an easement over, upon, and across that certain forty (40) foot wide strip of land out of the Property Subject to Easement, which forty (40) foot wide access easement is described by metes and bounds on Exhibit “C” attached hereto and incorporated herein for all purposes pertinent, for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”), to have and hold the Easement to Grantee and Grantee’s heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor’s heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or

to claim the Easement or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

TERMS AND CONDITIONS: The following terms and conditions apply to the Easement granted by this Access Easement Agreement (“Agreement”):

1. Character of Easement. The Easement is appurtenant to and runs with all or any portion of the Dominate Estate Property, whether or not the Easement is referenced or described in any conveyance or division of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable except as subject to the terms and conditions set forth herein. The Easement is for the benefit of Grantee and Grantee’s Heirs, executors, administrators, successors, and assigns who at any time own or hold any interest in the Dominant Estate Property or any subsequent division, part or parcel thereof (hereinafter collectively, as applicable, the “Holder”) during the Duration of Easement.
2. Duration of Easement. The Duration of the Easement is perpetual.
3. Reservation of Rights. Grantor reserves for Grantor and Grantor’s heirs, executors, administrators, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for ingress, egress, and access purposes and all other purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purpose. Grantor further reserves for Grantor and Grantor’s heirs, executors, administrators, successors, and assigns the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this Agreement.
4. Equitable Rights of Enforcement. The Easement 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, 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.
5. Improvement and Maintenance of Easement Property. There currently exists a 24-foot wide 6” reinforced concrete driveway within the Easement Property. Maintenance of the existing driveway from time to time shall be split 75/25 responsibility of the then owners of the Dominate Estate, 75%, and the then owners of the Property Subject, 25%, to Easement.
6. Attorney’s Fees. If any Party retains an attorney to enforce this Agreement, the prevailing Parties at the time of trial are entitled to recover reasonable attorney’s fees and expenses.
7. Binding Effect. This Agreement binds and inures to the benefit of the Parties and Their respective heirs, executors, administrators, successors, and assigns.
8. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue is in Harris County, Texas.
9. Waiver of Default. It is not a waiver of or consent to default if the non-defaulting Parties fail 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 any other remedies in this Agreement or provided by law.
10. 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 all of the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

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11. Indemnity. Each Party agrees to indemnify, defend, and hold the other Parties Harmless from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provisions of this Agreement by the indemnifying Party.
12. 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.
13. Legal Construction. If any provisions 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 provisions hereof, and the Agreement will be construed as if the unenforceable provision has 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. 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.
14. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties has signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

EXECUTED this _____ day of _____, 2021.

GRANTOR: TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Printed Name: _____

Its: _____

GRANTEE: PACKERS PLUS ENERGY SERVICES (USA) INC.

By: _____

Printed Name: _____

Its: _____

ADDRESS OF GRANTOR:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: Kelly Violette, Executive Director

Attachments: *Exhibit 'A' - DOMINANT ESTATE PROPERTY, Metes and Bounds with Exhibit*
Exhibit 'B' - PROPERTY SUBJECT TO EASEMENT, Metes and Bounds with Exhibit
Exhibit 'C' – 40-FOOT WIDE ACCESS EASEMENT, Metes and Bounds with Exhibit

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same as the _____
(Title) for _____, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____
_____, 2021.

Notary Public in and for the State of Texas

My Commission Expires:

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ADDRESS OF GRANTEE:

Packers Plus Energy Services (USA) Inc.
11415 Spell Road
Tomball, TX 77375

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same as the _____
(Title) for _____, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _day of _____
_____, 2021.

Notary Public in and for the State of Texas

My Commission Expires: