

ACCESS EASEMENT AGREEMENT

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.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WALLER §

EFFECTIVE DATE: The date of the last signature affixed hereto.

GRANTOR: Waller County, Texas

GRANTOR'S MAILING ADDRESS: 425 FM 1488, Suite 106, Hempstead, Texas 77445

GRANTEE: Peter S. Terpstra

GRANTEE'S MAILING ADDRESS:

RECITALS:

WHEREAS, Grantor has an approximately eighty (80) foot right-of-way on that certain real property situated in Waller County, Texas, as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes ("Grantor's Right-of-Way");

WHEREAS, Grantor constructed an approximately forty-five (45) foot roadway measured from back of curb on one side to back of curb on the other side, that is centered in Grantor's Right-of-Way, commonly known as Sheriff R. Glenn Smith Drive, Hempstead, Texas ("Roadway");

WHEREAS, Grantee is the owner in fee simple of that certain real property situated in Waller County, Texas, described in the deed recorded under Record Number 2406431 in the Deed Records of Waller County, Texas, and as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes ("Dominant Estate");

WHEREAS, Grantee desires to build across Grantor's Right-of-Way a driveway that provides the Dominant Estate access to the Roadway ("Driveway");

WHEREAS, Grantee is requesting that Grantor allow access over Grantor's Right-of-Way for the establishment of the Driveway; and

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **The Easement:** Grantor grants, sells, and conveys unto Grantee and Grantee's heirs, successors, and assigns an access easement over, on, and across the surface of only the portion of the Grantor's Right-of-Way that abuts the Dominant Estate ("Easement Area") for the Easement Purpose and for the benefit of the Dominant Estate, together with all and singular the rights and appurtenances thereto in any belonging, to have and to hold the Easement unto Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations and Conveyances and Exceptions to Warranty to the extent that such claims arises by, through, or under Grantor but not otherwise.
2. **Easement Purpose:** The purpose of the Easement is to allow Grantee to construct and maintain one Driveway from the Dominant Estate that provides access to the Roadway, and to provide free and uninterrupted vehicular ingress to and egress from the Dominant Estate to the Roadway. The Easement is subject to the terms and conditions contained herein.
3. **Terms and Conditions:** the following terms and conditions apply to the Easement granted herein:
 - a. **No Interference:** Grantee's activities on the Easement Area may not interfere with Grantor's use of the Easement Area or of the portion of Grantor's Right-of-Way that does not abut Grantee's Property ("Unaffected Right-of-Way").
 - b. **Driveway Construction and Maintenance:** Grantee must construct the Driveway in accordance with any applicable ordinances, rules, and regulations related to its construction, including those adopted by Grantor, the City of Hempstead, Texas, and the Texas Department of Transportation. The Driveway located in the Easement Area must be maintained at a level of appearance and utility consistent with that of similarly used properties in the area in which the Driveway is located. Grantee and its heirs, successors, and assigns are solely responsible for the costs of maintaining the Driveway. Grantee must immediately repair any damage caused by Grantee to the Easement Area, the Unaffected Right-of-Way, or the Roadway.
 - c. **Reservation of Rights:**
 - i. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Area for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement Purpose. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement in conjunction with Grantee and the right to convey to others the right to use all or a part of the Easement in conjunction with Grantee.
 - ii. Until such time as the Driveway is constructed, Grantor reserves unto itself all rights concerning the Easement Area, including the free and uninterrupted use, liberty, and privilege of passage in, along, upon, and across the land for any lawful purpose, with the right and privilege at all

times of the Grantor herein, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said Easement Area for any lawful purpose.

- d. **Indemnity.** Grantee, to the extent permitted by law, agrees to and shall indemnify and hold harmless Grantor, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property arising out of or in connection with the work of Grantee under this instrument.
- e. **Binding Effect:** This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns; provided, further, that this Agreement is intended for the benefit of the Parties hereto, and is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.
- f. **Choice of Law and Venue:** This Agreement shall be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Waller County, Texas.
- g. **Complete Agreement:** This Agreement contains the complete agreement of the Parties, superseding any prior agreements, representations, or warranties, whether oral or written; and cannot be modified except by written agreement of the Parties.
- h. **Severability:** In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.
- i. **Notices.** Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Notices by certified mail will be deemed delivered on the third day following the day it is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the addresses provided above.
- j. **Recitals.** The recitals in this Agreement are represented by the Parties to be accurate, and constitute part of the substantive agreement.
- k. **Authority to Sign:** The individuals executing this instrument represent and warrant that they are authorized to do so, and that such authorization is valid and effective on the date thereof.

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee, subject to the agreements contained herein, to have and to hold unto Grantee, its successors and assigns forever, the right to

construct a Driveway in the Easement Area, identified herein and located in Waller County, Texas.

This agreement is made between Grantor and Grantee subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements appearing of record in the Official Public Records of Real Property of Waller County Texas, relative to County's Right-of-Way, but only to the extent the same are applicable to and enforceable against Grantor.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Area unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, through or under Grantor, subject to the agreement and reservations described above, but not otherwise.

EXECUTED on this ____ day of _____ 2025.

GRANTOR:

WALLER COUNTY, TEXAS

By: _____
Carbett "Trey" Duhon, III
County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____.

Notary Public's Signature

EXECUTED on this ____ day of _____ 2025.

GRANTEE:

PETER S. TERPSTRA

By: _____

Name: _____

Title: _____

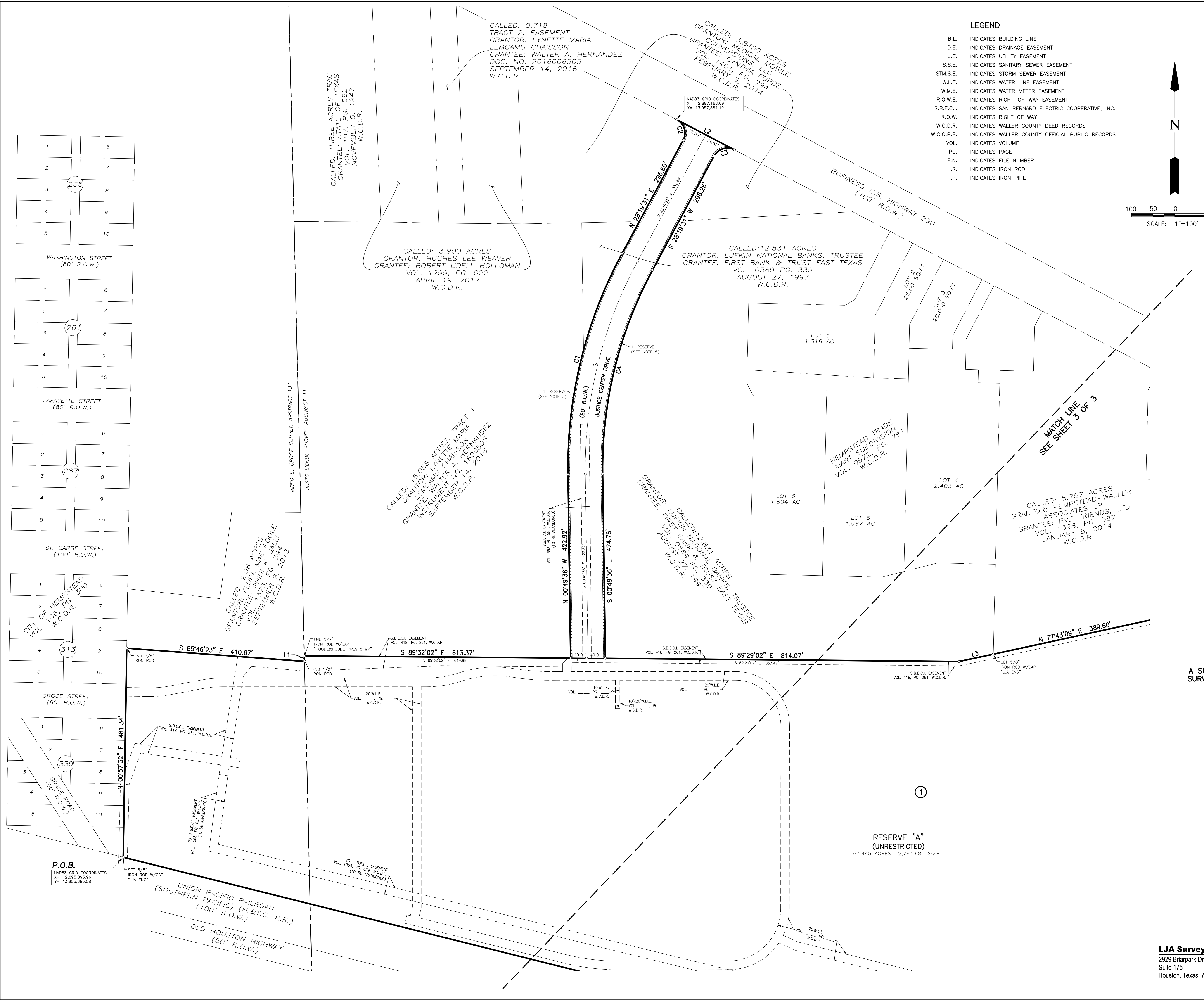
THE STATE OF TEXAS §

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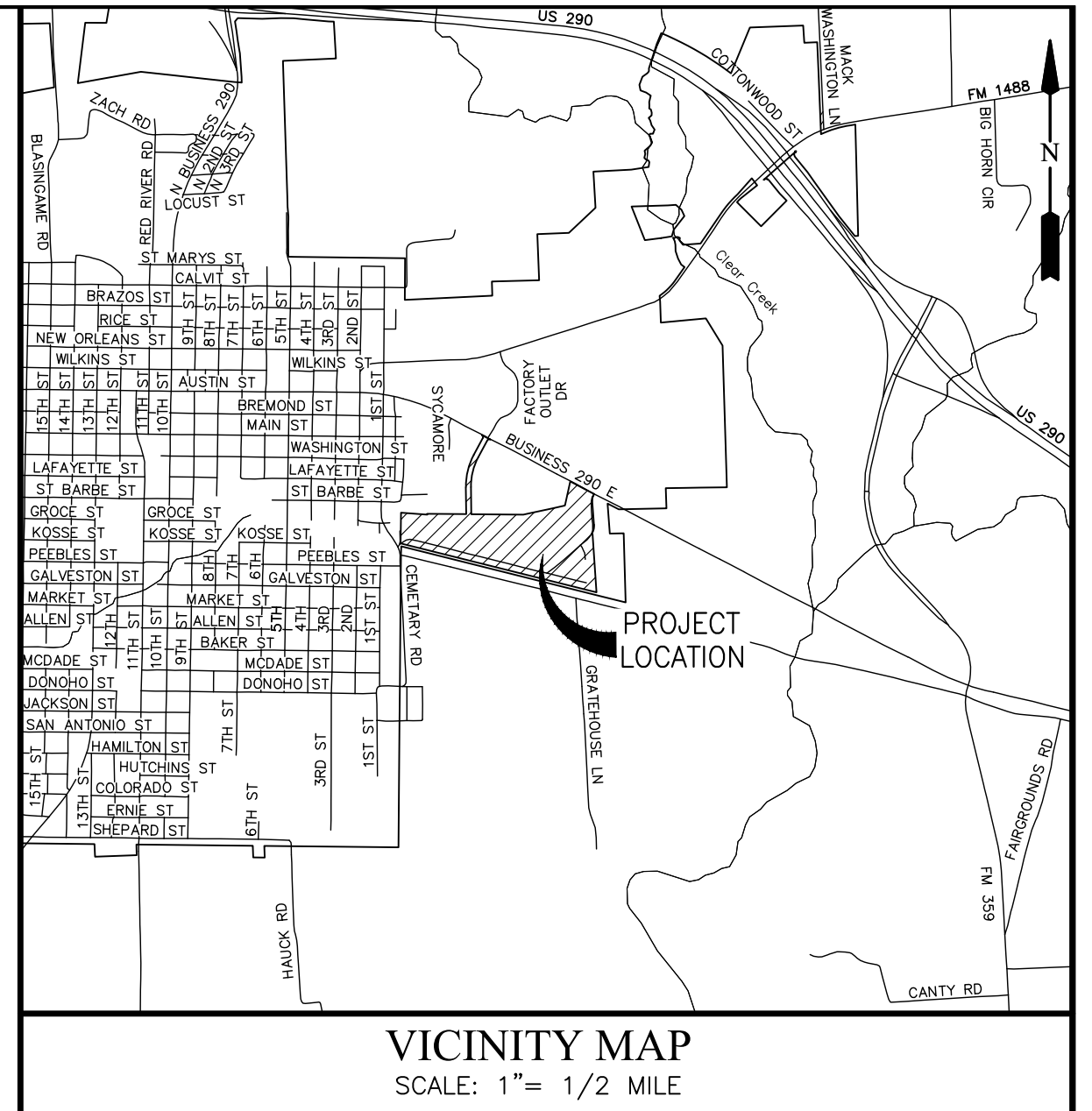
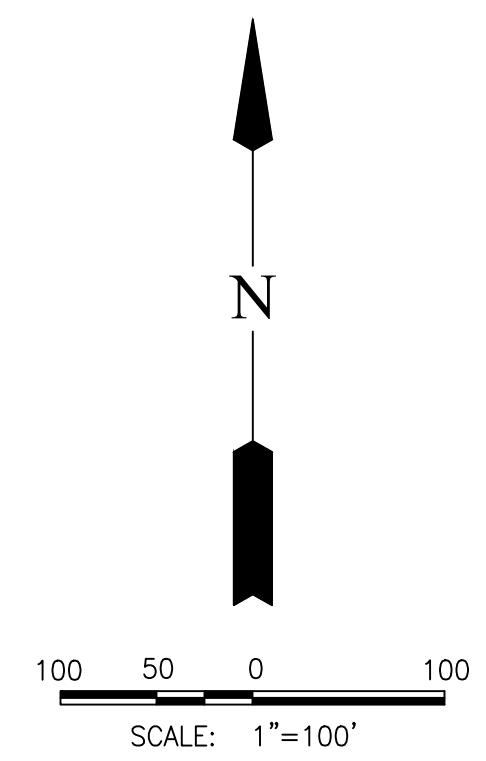
COUNTY OF WALLER §

 This instrument was acknowledged before me on the _____ day of
_____, 2025, by _____.

Notary Public's Signature



- LEGEND**
- B.L. INDICATES BUILDING LINE
 - D.E. INDICATES DRAINAGE EASEMENT
 - U.E. INDICATES UTILITY EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - STM.S.E. INDICATES STORM SEWER EASEMENT
 - W.L.E. INDICATES WATER LINE EASEMENT
 - W.M.E. INDICATES WATER METER EASEMENT
 - R.O.W.E. INDICATES RIGHT-OF-WAY EASEMENT
 - S.B.E.C.I. INDICATES SAN BERNARD ELECTRIC COOPERATIVE, INC.
 - R.O.W. INDICATES RIGHT OF WAY
 - W.C.D.R. INDICATES WALLER COUNTY DEED RECORDS
 - W.C.O.P.R. INDICATES WALLER COUNTY OFFICIAL PUBLIC RECORDS
 - VOL. INDICATES VOLUME
 - PG. INDICATES PAGE
 - F.N. INDICATES FILE NUMBER
 - I.R. INDICATES IRON ROD
 - I.P. INDICATES IRON PIPE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°57'28" W	12.68'
L2	S 62°18'30" E	150.01'
L3	N 77°59'31" E	81.14'
L4	S 62°43'53" E	115.95'
L5	S 27°31'18" W	40.44'
L6	N 86°20'54" E	17.64'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
C1	1040.00'	29°09'08"	529.15'	523.46'
C2	35.00'	90°38'02"	55.37'	49.77'
C3	35.00'	89°21'58"	54.59'	49.22'
C4	960.00'	29°09'08"	488.45'	483.20'
C5	120.00'	31°36'58"	66.22'	65.38'
C6	234.21'	37°53'05"	154.86'	152.06'
C7	1000.00'	29°09'08"	508.80'	503.33'

- NOTES:
- THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE NO. 4204, STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE 0.9999427959.
 - THIS PLAT LIES WHOLLY WITHIN WALLER COUNTY, CITY OF HEMPSTEAD, AND HEMPSTEAD INDEPENDENT SCHOOL DISTRICT.
 - THIS SUBDIVISION LIES WHOLLY WITHIN ZONE X AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 48473C 0150E, REVISED FEBRUARY 18, 2009, DEFINED AS AREAS OUTSIDE THE 0.2% AREA CHANCE FLOODPLAIN; LJA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
 - THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, FILE NO. 1850151CPL, EFFECTIVE MARCH 23, 2018 AND ISSUED APRIL 02, 2018. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
 - ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

**FINAL PLAT OF
WALLER COUNTY
CRIMINAL JUSTICE CENTER**

A SUBDIVISION OF 65.781 ACRES OF LAND SITUATED IN THE JUSTO LIENDO SURVEY, ABSTRACT 41, & JARED E. GROCE SURVEY, ABSTRACT 13, CITY OF HEMPSTEAD, WALLER COUNTY, TEXAS.

0 LOTS 1 RESERVE (63.445 ACRES) 1 BLOCK

NOVEMBER 1, 2018 JOB NO. 2536-1701

OWNERS:
WALTER A. HERNANDEZ
2918 DESTIN SHORE DRIVE, HOUSTON, TEXAS 77084

CONCRETE SPECIALIZED TECHNICAL SERVICES, INC.
CHARLES M. HILL, PRESIDENT
P.O. BOX 778, KATY, TEXAS 77492

CHARLES R. KENT AND BEVERLY KENT
915 SHERWOOD, LUFKIN, TEXAS 75904

CRK INVESTMENTS, LTD.
A TEXAS LIMITED PARTNERSHIP
CHARLES R. KENT, MANAGER
915 SHERWOOD, LUFKIN, TEXAS 75904

COUNTY OF WALLER, TEXAS
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
JUDGE CARBETT J. DUHON, III, COUNTY JUDGE
836 AUSTIN STREET, SUITE 203, HEMPSTEAD, TEXAS 77445

SURVEYOR: **LJA Surveying, Inc.**
2929 Briarpark Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

ENGINEER: **LJA Engineering, Inc.**
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

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Warranty Deed

Date: May 23, 2024

Grantor: ZARKAVA PROPERTIES, LLC, a Texas limited liability company

Grantor's Mailing Address:

Zarkava Properties, LLC.
24906 Palmer Cove Dr.
Spring, TX 77389

Grantee: PETER S. TERPSTRA

Grantee's Mailing Address:

Peter S. Terpstra
19815 Becker Rd.
Hockley, TX 77447

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Being 1.3770 acres (59,983 square feet) of land, all of a called 1.3770 acre tract conveyed to Zarkava Properties, LLC by Warranty Deed recorded under Clerk's File No. 2203525 of the Official Public Records of Waller County, Texas, (O.P.R.W.C.T.), said 1.3770 acre tract lying within the Justo Liendo Survey, A-41, more particularly described in Exhibit "A" attached hereto

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all matters of public record in the Office of the County Clerk of Waller County Texas, or existing on the ground, to the extent, and only to the extent, that the same may still be in force and effect.

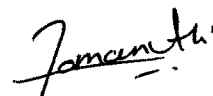
GRANTEE EXPRESSLY AGREES THAT, EXCEPT FOR THE WARRANTY OF TITLE GIVEN HEREIN, THE PROPERTY IS CONVEYED ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. GRANTEE ACKNOWLEDGES THAT HE IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION MADE BY GRANTOR OR GRANTOR'S AGENTS OR ANY REPRESENTATIONS AS TO THE QUALITY, CONDITION OR CHARACTER OF THE PROPERTY, BUT RATHER, THE GRANTEE IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXAMINATION OF THE PROPERTY.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

ZARKAVA PROPERTIES, LLC, a Texas limited liability company

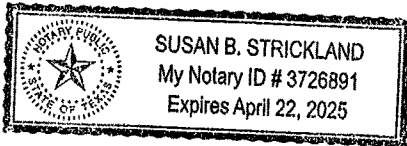
By: 
Naveed N. Ali, Manager

By: 
Noman N. Ali, Manager

STATE OF TEXAS)

COUNTY OF Harris)

This instrument was acknowledged before me on May 23, 2024, by Naveed N .Ali, Manager of Zarkava Properties, LLC, a Texas limited liability company.

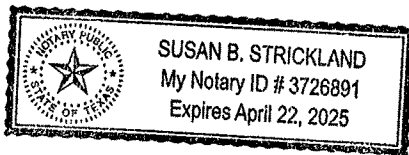


Susan B Strickland
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF Harris)

This instrument was acknowledged before me on May 23, 2024, by Noman N .Ali, Manager of Zarkava Properties, LLC, a Texas limited liability company.



Susan B Strickland
Notary Public, State of Texas

Independence Title/GF# 2409012 -MMHD

Exhibit "A"

BEING 1.3770 acres (59,983 square feet) of land all of a called 1.3770 acre tract conveyed to Zarkava Properties, LLC, by Warranty Deed recorded under Clerk's File no. 2203525 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.), said 1.3370 acre tract lying within the Justo Liendo Survey, A-41, and is more particularly described as follows:

BEGINNING at a 1/2 Inch Iron rod found for the southerly curb cut at the Intersection of the south right of way (R.O.W.) line of Business 290 East (R.O.W. varies) and the west right of way line of Sheriff R. Glenn Smith Drive (80 foot R.O.W.);

THENCE South 28°17'44" West, with said west right of way line, a distance of 212.62 feet to a 1/2 Inch iron rod found for the northeast corner of the called 0.4011 acre tract conveyed to the County of Waller by Warranty deed recorded under Clerk's File No. 2210351 O.P.R.W.C.T., for the southeast corner of said 1.3770 acre tract and the herein described tract;

THENCE South 88°49'53" West, with the north line of said 0.4011 acre tract and the north line of the called 15.058 acre tract conveyed to Walter A. Hernandez by Warranty Deed recorded under Clerk's File No. 1606505 O.P.R.W.C.T., a distance of 225.85 feet to a 5/8" iron rod with cap marked "CORE 6657" set for the southeast corner of the called 1.243 acre tract conveyed to the Robert McDaniel Hess Revocable Living Trust by warranty Deed recorded under Clerk's File No. 1606583 O.P.R.W.C.T., and the southwest corner of said 1.3770 acre tract and the herein described tract, from which a 5/8 inch iron rod with cap bears, North 12°25'12" East, a distance of 0.82 feet;

THENCE North 27°35'57" East, with the common line between said 1.243 acre tract and said 1.3770 acre tract, a distance of 356.91 feet to a 1/2 inch iron rod found in the south right of way line of said Business 290 East, for the northeast corner of said 1.243 acre tract and the northwest corner of said 1.3770 acre tract and the herein described tract;

THENCE South 62°20'17" East, with said south right of way line, a distance of 165.79 feet to a point at the beginning of a curve, from which a 5/8 inch iron rod with cap bears, North 59°37'16" West, a distance of 0.23 feet;

THENCE in a southeasterly direction, 55.18 feet along the arc of a curve to the RIGHT, having a radius of 35.00 feet, a delta angle of 90° 19' 50", and whose long chord bears South 16°52'06" East, a distance of 49.64 feet to the POINT OF BEGINNING, containing 1.3770 acres (59,983 square feet of land.

FILED AND RECORDED

Instrument Number: 2406431

Filing and Recording Date: 05/24/2024 12:50:36 PM Pages: 5 Recording Fee: \$27.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in cursive script that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

CSC, Deputy

Returned To:
INDEPENDENCE TITLE
5900 SHEPHERD MOUNTAIN COVE
BLDG. II, SUITE 200
AUSTIN, TX 78730