



ACCESS EASEMENT AND CONSENT TO ENCROACH

This Access Easement and Consent to Encroach ("Declaration") is executed as of July 20th, 2020 by Jojes Capital Inc., a Texas corporation ("Declarant") as follows.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

1. **Covenant Running with the Land.** Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.
2. **Declarant's Property.** Declarant is the fee owner of that certain tract or parcel of land more fully described on Exhibit A (the "Property").
3. **Access Easement.** Declarant hereby grants to the Fort Bend County Drainage District ("District"), and its employees, agents or representatives, a perpetual and non-exclusive easement, right, and privilege of passage and use, both pedestrian and vehicular, for ingress and egress over, across and along that portion of Property described on Exhibit B attached hereto (the "Access Easement"). Declarant binds itself and its successors and assigns to warrant and forever defend the title to the Access Easement in the District and the District's successors and assigns against every person lawfully claiming or to claim the same.
4. **Successors and Assigns Bound.** Declarant hereby agrees and acknowledges that the provisions of this Declaration shall be binding upon the Declarant, its successors and assigns and upon any future owners of the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.
5. **Negation of Partnership.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third party beneficiary rights in any person, except as expressly stated herein.
6. **Enforcement.** If any person, persons, corporation or entity of any other type shall violate or attempt to violate this Declaration, it shall be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. The failure at any time to enforce this Declaration

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by the District or its successors whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so in the future.

7. **Entire Agreement.** This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against Declarant.
8. **Notices.** All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. Date of service of notice shall be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.
9. **Governing Law; Performance.** This Declaration and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Declaration is performable only in Fort Bend County, Texas.
10. **Amendment.** This Declaration may not be amended or abrogated in part or whole, without the express written consent of the District.
11. **Rights of Mortgagees, Trustees or Lienholders.** No violation of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgagee, trustee or lienholder under any such mortgage or deed of trust.
12. **Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
13. **Titles.** The titles of sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of the term or provision contained in this Declaration.
14. **Recording of Agreement.** This Declaration shall be recorded in the Official Public Records of Fort Bend County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.
15. **Consent to Encroach.** The District hereby acknowledges and consents to the construction of a parking lot structure, concrete or asphalt driveway for vehicular traffic and fencing (the "Project Amenities"), over and across the Easement Tract and authorizes the construction of the Project Amenities over and across the Easement Tract pursuant to the following terms of this Declaration:
 - A. The construction, installation and maintenance of the Project Amenities shall be done at the sole cost and expense of the Declarant. Nothing herein is intended, nor shall it be deemed or construed as, to make the District in any way responsible for the construction of or costs associated in designing, constructing or maintaining the Project Amenities.

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- B. Prior to and during District's maintenance or construction of Sims Bayou Lateral VIII-B-1, Declarant must:
- I. Remove the Project Amenities within the Access Easement that obstruct access to Sims Bayou Lateral VIII-B-1 and replace the fence line;
 - II. Notify tenants of the office/warehouse complex to move their vehicles parked within the Access Easement; and
 - III. Place cones or barricades to prevent tenants or visitors to park within the Access Easement during such maintenance or construction.
- C. Should Declarant fail to perform the above-mentioned actions within ten (10) calendar days of receipt of District's written notice of the maintenance or construction of Sims Bayou Lateral VIII-B-1, the District shall have the right to:
- I. Remove Project Amenities within the Access Easement that obstruct access to Sims Bayou Lateral VIII-B-1;
 - II. Notify tenants of the office/warehouse complex to move their vehicles parked within the Access Easement; and
 - III. Place cones or barricades to prevent tenants or visitors to park within the Access Easement during such maintenance or construction.
- B.D. The District will not be responsible for damages to the fence line, Project Amenities, and parked vehicles within the Access Easement. Vehicles remaining within the Access Easement or the existing easement underlying the maintenance berm of Sims Bayou Lateral VIII-B-1 after District's notice will be towed at the vehicle owner's expense.

Signature Pages Follow

DECLARANT

Joies Capital Inc.,
A Texas corporation

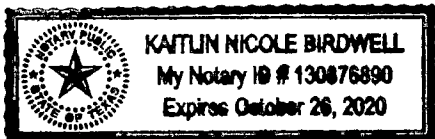
By: Joseph Thayil
Joseph Thayil, President

STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Joseph Thayil, President of Joies Capital, Inc., a Texas corporation, known or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of Joies Capital, Inc., a Texas corporation, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of July, 2020.



Kaitlin Nicole Birdwell
Notary Public in and for the State of Texas

My commission expires: Oct 26, 2020

AGREED AND ACCEPTED:

DISTRICT:

FORT BEND COUNTY DRAINAGE DISTRICT

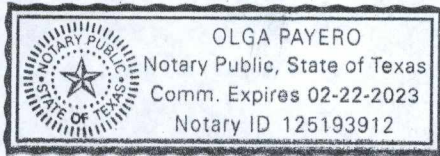
By: KP George

STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared KP George of the Fort Bend County Drainage District, known or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of the Fort Bend County Drainage District for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of November, ~~2020~~ 2021.



Olga Payero
Notary Public in and for the State of Texas

My commission expires: 2.22.2023

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

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ISSUE NO.	DATE	DESCRIPTION
1	8/14/19	PERMIT REV.
2	2/27/20	PERMIT REV.
3	5/19/20	PERMIT REV.
4	6/9/20	PERMIT REV.

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PROJECT NAME:

OFFICE WAREHOUSE
6317 & 6307 W. FUQUA ST.
HOUSTON, TX 77489

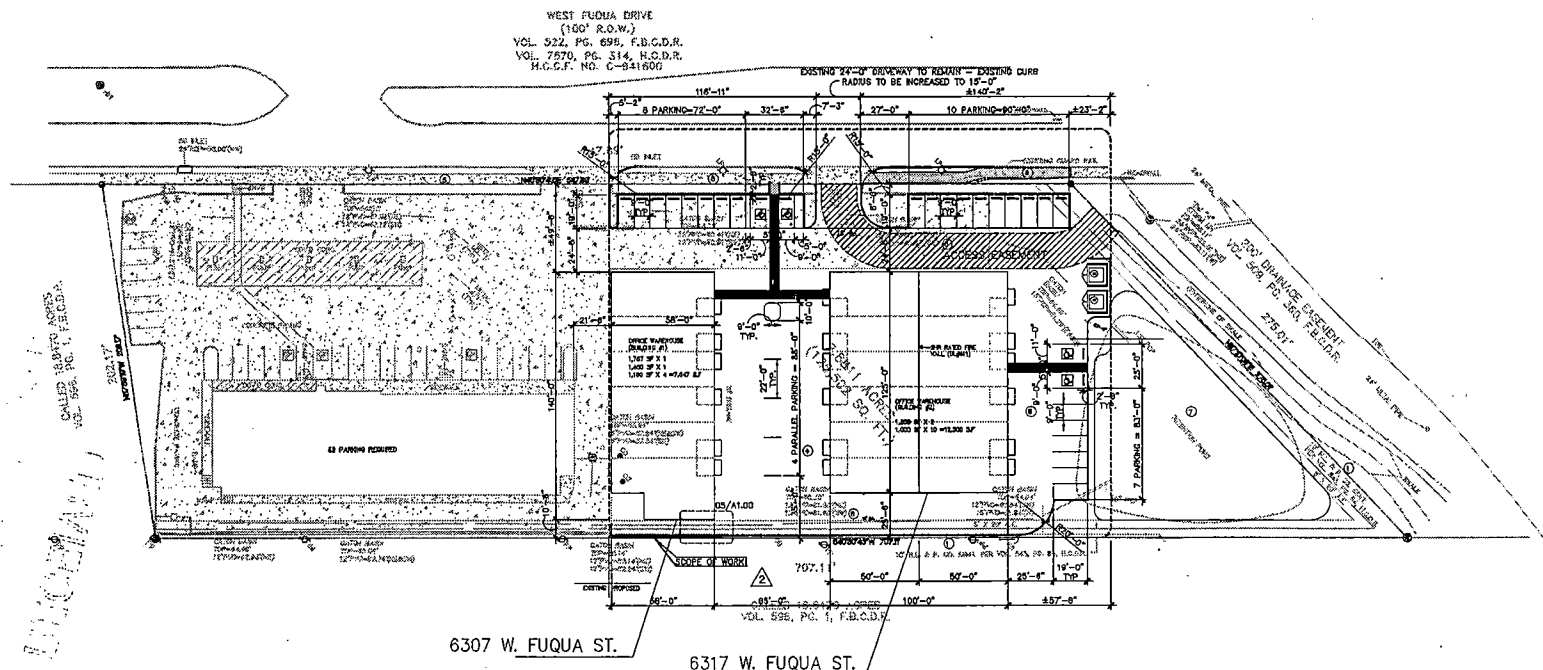
PROJECT NUMBER: 18-061N

SCALE: AS SHOWN

DRAWN BY: TN

DRAWING NUMBER:

A1.00



01 SITE PLAN-EXHIBIT A
SCALE: 1/32" = 1'-0"



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OCT 28 2021 *from RW*
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

JOJES CAPITAL INC
 Missouri City, TX United States

Certificate Number:
 2020-659495

Date Filed:
 08/20/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
 11/09/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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 "Access Easement and Consent to Encroach

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

November 12, 2021 04:08:36 PM



FEE: \$0.00

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