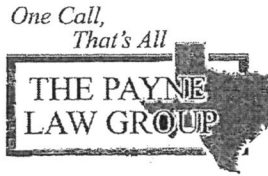


# PAYNE, MALECHEK, SCHERR, CAMPBELL & MOORE, P.C.

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\*Board Certified in Criminal Appellate Law



3850 CORPORATE CENTER DRIVE  
BRYAN, TEXAS 77802

TELEPHONE 979.776.9800  
FAX 979.731.8333

Crisp@ThePayneLawGroup.com

January 19, 2021

Goong Chen  
Jing S. Chen  
10527 Nunn Jones Road  
College Station, Texas 77845

Sent: Certified RRR

Re: Violation of Easement Agreement for Ingress and Egress dated October 15, 2014, as amended (the "Agreement").

Dear Mr. and Mrs. Chen:

I represent F. Michael Speed and have been asked to send you this letter regarding your use of the access road under the Agreement.

Pursuant to paragraph 7.c. of the Agreement, there shall be no guns allowed on the Easement by yourself or your agents, employees, contractors, invitees, guests or representatives at any time. The agreed upon penalty for bringing a gun on the Easement is \$1,000 per occurrence payable by you to Dr. Speed. Additionally, paragraph 7.c. also states that the offender shall no longer be allowed on the Easement.

Dr. Speed has learned of at least one occurrence in which your representative, Mr. T. Badger, carried a gun on the Easement on December 30, 2020.

As a result of the violation documented herein, please pay directly to Dr. Speed at ATTN: Mike Speed, 9312 Lake Forest Court South, College Station, Texas 77845, the amount of \$1,000.00 within ten (10) days from the date this letter is received. In addition to paying the fine, Mr. T. Badger shall cease and desist the use of the Easement immediately.

Please feel free to contact me if I can be of any assistance. We appreciate your attention to this matter.

Very truly yours,

PAYNE, MALECHEK, SCHERR, CAMPBELL & MOORE,  
P.C.



Jeff Crisp

# HUGH W. LINDSAY

Attorney  
412 Tarrow Street  
College Station, Texas 77840

Telephone  
(979) 260-8734

Facsimile  
(979) 260-8736

February 4, 2021

Payne, Malechek, Scherr, Campbell & Moore, PC  
3850 Corporate Center Drive  
Bryan, Texas 77802

Attention: Jeff Crisp

Regarding: Alleged violation of Easement Agreement for Ingress and Egress by Dr. and Mrs. Chen

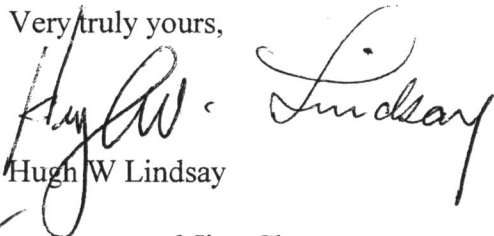
I am submitting a check to you payable to Speedman Beach Properties from the Chens in the amount of \$1000. I know your letter of January 19, 2021 directed them to make payment to Mike Speed. The easement agreement dictates payment for a penalty in the event of an easement violation to the Grantor of the easement and that would be Speedman Beach Properties LP.

The facts of this situation are: Mr. Badger is a contractor who repaired the water well and water pipes for the Chens and would continue to do work for the Chens on their property. The Chens were having a problem with feral hogs on their property. Any owner of rural property can tell you or anybody else that feral hogs are a real problem and nuisance. The State of Texas recognizes them as such. There is a move afoot by the State of Texas to try to eliminate them. Mr. Badger offered to try to eliminate the hogs on the Chens' property. He installed a trap. Three hogs were trapped. It would be dangerous to try to haul off live hogs. A weapon would be the only way to kill the hog in the trap so it could be hauled off safely. Rock or spear will not do it. The Chens and Mr. Badger were doing a service to all of the adjacent landowners and that apparently would include your client. The Chens asked Mr. Badger to remove the trap after your telephone call to Dr. Chen. The hogs will probably multiply quickly. The Chens feel like they have contributed to the mutual benefits of the community by first proposing the automatic gate and by donating truckloads of gravel for maintenance of the easement though nobody had complained about the easement maintenance.

I understand the reason for the restrictions in the easement as originally written: That easement was for the benefit of a pipeline company who had many employees who would be using the easement. That is not the case today but the Chens are saddled with it.

I would urge you to explore with your client the need for modification to the easement. The Chens will need additional work done by Mr. Badger. The Chens, through Mr. Badger, were doing a service to the adjacent landowners, which would include your client, by eliminating feral hogs. Surely anybody could realize the necessity to modify the easement and as a minimum allow Mr. Badger to continue doing work for the Chens.

Very truly yours,

A handwritten signature in cursive script that reads "Hugh W Lindsay". The signature is written in black ink and is positioned to the right of the typed name.

Hugh W Lindsay

✓ cc Goong and Jing Chen  
my file 21009

88-255-1131

0368

G. Chen  
J. S. Chen  
7278 Batts Ferry Rd.  
College Station, TX 77845

Date 2/3/2021

Pay to the order of Speedman Beach Properties \$ 1,000.00  
One Thousand Exactly — Dollars

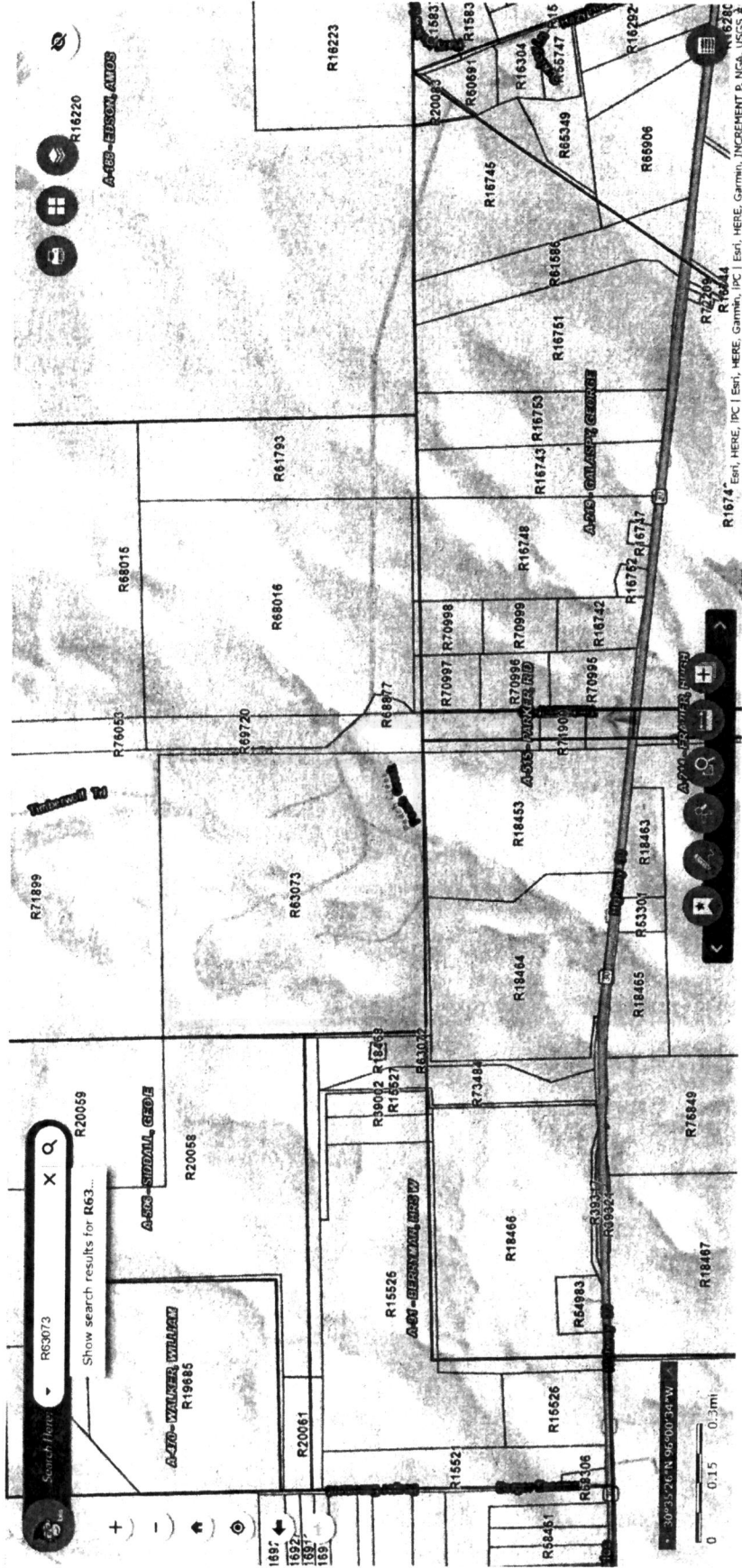
Security Features  
Included.  
Details on Back.

FIRST VICTORIA NATIONAL BANK  
TEXAS  
WWW.FIRSTVICTORIA.COM

For \_\_\_\_\_ Jings Chen NP

⑆ 13102552⑆ 3500 48024⑆ 0368

# 8733 Timberwolf Trail, Anderson, TX 77830 (Enter from Hwy 30)



**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.**

**Easement Agreement for Ingress and Egress**

**WHEREAS**, on October 18, 2003, Robert Jefferson, Trustee as "Grantor" granted and sold unto Edward S. Bock, III as "Grantee," a 305.486 acre tract of land, hereinafter described as "Grantee's Property", pursuant to that certain General Warranty Deed With Vendor's Lien filed as Volume 1059, Page 331 of the Official Public Records of Grimes County, Texas ("2003 Deed"), which deed also granted a 60' access easement in favor of Grantee, among other parties; and

**WHEREAS**, the easement granted in this Easement Agreement is intended revise, restate and replace the easement granted in the 2003 Deed, as to Grantee's Property;

**NOW THEREFORE**, for the consideration herein described, the following easement is created and established:

**Date:** October 15, 2014

**Grantor:** Speedman Beach Properties, L.P., a Texas limited partnership  
Attn: Michael Speed  
9312 Lake Forest Court South  
College Station, Texas 77845

**Grantee:** Navitas Pipeline Texas, LLC, a Texas limited liability company  
9303 New Trails Drive, Suite 300  
The Woodlands, TX 77381

**Grantor's Property:**

A tract of land, being **515.21 acres**, more or less, out of the Benjamin F. Smith Survey, A-412, and the R D Parker A-515, both located in Grimes County, Texas and being a part of the 1732.49 acres described in a Special Warranty Deed dated September 6, 2002 from Texas Municipal Power Agency to Robert Jefferson, Trustee recorded in Volume 1020, Page 788, Real Property Records, Grimes County, Texas with the 515.21 acres further described by metes and bounds as set out on **Exhibit "A"** attached hereto and made a part hereof.

**Grantee's Property:**

A tract of land, being **305.486 acres**, more or less, out of and a part of the BENJAMIN F. SMITH SURVEY, Abstract No. 412, Grimes County, Texas, said 305.486 acres more fully described by metes and bouns as set out on **Exhibit "B"** attached hereto and made a part hereof.

**Easement Property:**

That approximately 60' (sixty foot) wide strip of land as more particularly described in the metes and bounds on **Exhibit "C"** attached hereto and made a part hereof.

**Easement Purpose:**

For providing free and uninterrupted pedestrian and vehicular ingress to, and egress from, Grantee's Property for access to State Highway 30 as shown on Exhibit "D" attached hereto and made a part hereof.

**Consideration:**

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Reservations from Conveyance:**

1. Grantor reserves and retains the right to use the Easement Property for any and all purposes that do not interfere with the Easement Purpose.
2. Grantor reserves and retains the right to dedicate the Easement to any applicable governmental authority as a public road.
3. Grantor reserves and retains the right to convey similar rights and easements to such other persons or entities as Grantor may deem proper or desirable.

**Exceptions to Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Easement Property.

**Grant of Easement:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of Grantee's Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever.

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

1. **Character of Easement.** The Easement is appurtenant to and runs with all or any portion of Grantee's Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of Grantee's Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own Grantee's or any interest in Grantee's Property (as applicable, the "Holder").
2. **Improvement and Maintenance of Easement Property.** During the Construction Period (as defined below), Grantee shall bear all cost and responsibility for modifying, improving and maintaining the access road, beginning at State Highway 30 and continuing to the entrance to Grantee's Property, as shown on the attached Exhibit "D" ("Access Road"). After the Construction Period, Grantee shall bear all cost and responsibility for maintaining and repairing



the Access Road, unless any applicable damage to the Access Road is attributable to a party other than Navitas, in which case Navitas shall not be responsible to repair said damage.

3. **Dedication.** Grantor shall retain the right to dedicate the Easement to any applicable governmental authority as a public road. Grantor shall notify Grantee if the Easement is in fact dedicated as a public road.
4. **Gates, Locks and Gate Guard.**
  - a. Grantee shall not be allowed to place a cattle guard on the southern end of the Easement near State Highway 30.
  - b. Grantee shall be allowed to place a gate on the southern end of the Easement, which is the entrance from State Highway 30, which gate shall be made of as good or better material than the currently existing gate. Additionally, Grantee shall be allowed to place and maintain its own locks and/or locking mechanism on said gate as long as it does not interfere with other property owners' use of or access to the Access Road.
  - c. A gate guard ("**Guard**") shall be provided by Grantee prior to the commencement of any construction of pipeline facility improvements or Access Road work by Grantee. The Guard shall be present at any time during which Grantee's officers, agents, employees, contractors, invitees, guests or representatives are: (a) performing any construction or improvement work on the Access Road; or (b) performing any construction work on the pipeline facility and related improvements on Grantee's property (collectively the "**Construction Period**").
  - d. The Guard shall record the name of each driver entering the Access Road during the Construction Period, along with each driver's license plate number, time of arrival, and time of departure ("**Activity Log**"). The Activity Log shall be kept by the Guard at the gate during the Construction Period. Grantor shall have the right to inspect the Activity Log located at the gate at any time.
  - e. The gate located on the Easement must remain locked at all times. Failure of Grantee, its officers, agents, employees, contractors, invitees, guests or representatives, to lock the gate after the end of the Construction Period shall result in a \$500.00 penalty per occurrence, payable by Grantee to Grantor.
5. **Signage.** Grantee shall place three (3) "10 MPH" signs and three (3) "No Trash/No Littering" signs at equally spaced intervals along the Easement.
6. **Speeding.** The penalty for exceeding the 10 MPH speed limit shall be \$1000.00 per occurrence, payable by Grantee to Grantor. A person who violates this speed provision more than three (3) times shall no longer be allowed on the Easement.
7. **Care of Easement Property.**
  - a. Grantee shall maintain the Easement free of all litter, trash and rubbish at all times.



- b. The penalty for littering on the Easement or any of Grantor's other lands shall be \$500.00 per occurrence, payable by Grantee to Grantor. However, if the same person litters more than once, the penalty shall increase by \$500.00 for each additional occurrence.
  - c. There shall be no alcohol, illegal drugs, or guns allowed on the Easement or any of Grantor's other lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. Any violation of this provision shall result in a \$1000.00 penalty per occurrence, payable by Grantee to Grantor, and said offender shall no longer be allowed on the Easement.
8. **Compensation.**
- a. As further consideration for Grantor entering into this Easement Agreement, Grantee shall cause to be delivered to Grantor's Property, at Grantee's expense, twenty five (25) "belly dump" truck loads of gravel. Each truck load shall contain twenty (20) tons of gravel, and shall be placed on Grantor's Property at the specific direction of Grantor.
  - b. Grantee further agrees to pay West, Webb, Allbritton & Gentry, P.C. attorney fees in the amount of \$6,000.00 for work provided in the negotiation of the terms and conditions of this Easement Agreement.
9. **Attorney's Fees.** If either party retains an attorney to enforce this Easement Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
10. **Duration of Easement.** The duration of the Easement is perpetual.
11. **Non-exclusiveness of Easements.** The Easement is nonexclusive, and Grantor shall have for itself and its heirs, successors, and assigns the right to use all or part of the Easement and the right to convey to others the right to use all or part of the Easement.
12. **Rights Reserved.** Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Grantor's Property for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easement.
13. **Binding Effect.** This Easement Agreement inures to the benefit of the parties and their respective heirs, successors, and assigns.
14. **Choice of Law.** This Easement Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue shall be in Grimes County, Texas.

[Signature Pages Follow]

GRANTOR

Speedman Beach Properties, L.P., a Texas limited partnership

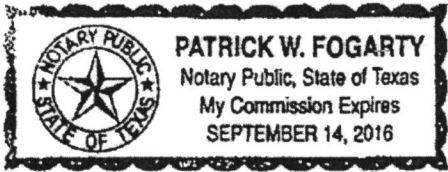
By: Mansheim Company, a Texas corporation, its sole general partner

By: Mike Speed  
Mike Speed, Authorized Agent

STATE OF TEXAS )

COUNTY OF BRAZOS )

This instrument was acknowledged before me on OCTOBER 16, 2014, by Mike Speed, Authorized Representative of Mansheim Company, a Texas corporation, sole general partner of Speedman Beach Properties, L.P., a Texas limited partnership



[Signature]  
Notary Public, State of Texas

GRANTEE

Navitas Pipeline Texas, LLC, a Texas limited liability company

By: [Signature]

Name: Brian K. Reese

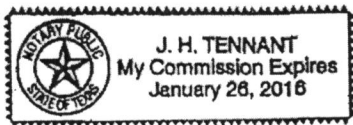
Title: Senior Vice President

STATE OF TEXAS )

COUNTY OF Montgomery )

This instrument was acknowledged before me on October 16, 2014, by Brian K. Reese of Navitas Pipeline Texas, LLC, a Texas limited liability company.

[Signature]  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

West, Webb, Allbritton & Gentry, PC  
c/o Mike Gentry  
1515 Emerald Plaza  
College Station, Texas 77845-1515  
Tel: (979) 694-7000  
Fax: (979) 694-8000