

THE STATE OF TEXAS  
COUNTY OF GALVESTON

§  
§  
§

KNOWN ALL MEN BY THESE PRESENTS:

**TEXAS CITY AND VICINITY HURRICANE FLOOD  
PROTECTION PROJECT – I WALL EASEMENT**

THIS EASEMENT AND AGREEMENT (the "Agreement") is hereby entered into by and between INEOS Acetyls Chemicals Texas City, Inc., authorized to do business in the State of Texas ("INEOS" or "Grantor"), acting by and through its duly authorized officers, and the COUNTY OF GALVESTON, TEXAS, a political subdivision of the State of Texas ("Grantee"), acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of Galveston County, Texas.

**WITNESSETH**

**WHEREAS**, Grantee is in need of and has requested from Grantor a perpetual, non-exclusive easement to install, construct, maintain, repair, operate, and patrol a flood protection levee, floodwall, gate closure, and/or sandbag closure, including all appurtenances thereto (said flood protection improvements are referred to herein in as the "Texas City and Vicinity Hurricane Protection Project I-Wall Facilities"); reserving, however, to the Grantor, its successors and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements granted herein; subject, however, to any existing easements for, without limitation, roads and highways, utilities, railroads, seawall, levees and pipelines, if any; and

**WHEREAS**, Grantor is the owner of the hereinafter described tracts of land which may be used for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, and is willing to grant Grantee easements in said tracts for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities; and

**WHEREAS**, in order to induce Grantor to grant these easements, Grantee has represented to Grantor, and does hereby represent to Grantor, that the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities to be constructed in, on, over and across the property will be constructed and thereafter maintained in substantial accordance with the general design concept as indicated in the preliminary plans prepared by the office of the District Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas, and consisting of four exhibits marked as follows:

**Exhibit "A" - Flood Protection Levee Easement attached hereto**

**Exhibit "B-1" - Perpetual Underground Piling Easement attached hereto**

**Exhibit "B-2" Perpetual Underground Piling Easement attached hereto; and**

**Exhibit "C" - Temporary (Construction) Work Easement attached hereto.**

Hereafter, said Exhibits "A", "B-1", "B-2", and "C" are jointly being called the "Plan for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities", a copy of which Plan for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities has been furnished to Grantor, receipt of which is acknowledged by the execution of this Agreement. Collectively, the Flood Protection Levee Easement, the Perpetual Underground Piling Easement, and the Temporary (Construction) Work Easement (each as defined below) shall be referred to as the "Easements".

**NOW THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantor paid by the Grantee herein named, including the mutual benefit to Grantor and Grantee resulting from the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, the receipt and sufficiency of which is

hereby acknowledged, Grantor does hereby grant, sell and convey unto the Grantee the following described Easements situated in Galveston County, Texas:

#### **FLOOD PROTECTION LEVEE EASEMENT**

A perpetual, non-exclusive easement in, on, over and across the land described in **Exhibit "A"** attached hereto, to construct, maintain, repair, operate, and patrol the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities (the "Flood Protection Levee Easement"); reserving, however, to the Grantor, their successors and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for, without limitation, roads and highways, utilities, railroads and pipelines, if any.

In connection with this grant and conveyance of the Flood Protection Levee Easement, Grantor, for itself, its successors and assigns, hereby covenants and agrees that before Grantor may alter, modify, relocate, repair, change or remove any of Grantor's existing improvements or facilities located in, on, or within the Flood Protection Levee Easement, or add facilities, Grantor will first notify Grantee of such impending work and arrange with Grantee for a procedure which will adequately preserve the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities. The aforesaid covenants, which run with the land, shall not operate to prevent or impede the immediate repair of any facilities in the easement area if such repair is required in order to protect life and property.

#### **PERPETUAL UNDERGROUND PILING EASEMENT**

A perpetual, non-exclusive easement and right-of-way in, under, on, over and across the land described in **Exhibit "B-1"** and **Exhibit "B-2"** attached hereto, to locate, construct, operate, maintain, alter, repair, and patrol the underground appurtenances for a flood control wall, including but not limited to steel or concrete pilings (the "Underground Piling Easement"); reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for, without limitation, roads and highways, utilities, railroads and pipelines, if any.

#### **TEMPORARY (CONSTRUCTION) WORK AREA EASEMENT**

A temporary non-exclusive easement and right-of-way in, on, over and across the land described in **Exhibit "C"** attached hereto, for a period not to exceed thirty (30) months commencing on Contractor Notice to Proceed on or about December 1, 2025, for use by the United States, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work, in all cases to the extent necessary and incident to the construction of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, and any other vegetation within the limits of the right-of-way (the "Temporary Work Area Easement"); reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for, without limitation, roads and highways, utilities, railroads and pipelines, if any.

#### **NON-IMPAIRMENT**

Notwithstanding any reservation described herein, neither Grantor, its successors and assigns, nor any lessee or licensee of Grantor, may take possession of or make use of, for any purpose, or build upon, alter, deface, destroy, move, injure, or obstruct in any manner whatever that would impair the usefulness of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities constructed by Grantee as described in Exhibits "A", "B-1", "B-2", and "C".

**TO HAVE AND TO HOLD**, the rights, privileges and Easements herein granted unto Grantor, its successors and assign, and Grantor does hereby bind itself, its successors and assigns to **FOREVER WARRANT AND DEFEND** title to such rights, privileges and Easement in and to Grantee, against every person lawfully claiming or to claim the same or any part thereof.

**PROVIDED HOWEVER**, the Easements and rights granted herein are subject to and conditioned upon Grantee's strict adherence to the terms and conditions set forth in this Agreement, including:

1. Grantee will comply, and cause any of Grantee's employees, contractors, agents, representatives, successors and assigns (the "Grantee Parties") to comply, with all of Grantor's site safety and operating policies and procedures.
2. Grantee acknowledges that the Easements are situated within an active, operating chemical manufacturing facility. The facility's operations rely on certain equipment and infrastructure located within the easement areas, and this equipment cannot under any circumstance be removed, relocated or temporarily shut down. Grantor and Grantee agree that Grantee and Grantee Parties will not interfere with the operation of Grantor's equipment or infrastructure. Grantee shall not erect fences or otherwise restrict Grantor's access to the security gate at the SW corner of the temporary work easement. A minimum of single lane access along all existing roads shall be maintained, and unobstructed access to Grantor's Marine Docks and associated assets shall be maintained at all times.
3. Grantee also acknowledges that Grantor's chemical manufacturing facility receives and ships materials from an on-site marine facility. From time to time, Grantor may reasonably request that Grantee alter its work schedule to accommodate the operation of its marine facility. Grantor will use commercially reasonable efforts to minimize interruption to Grantee's work schedule. More generally, Grantee agrees not to interrupt or interfere with the operation of Grantor's chemical manufacturing facility. Grantor reserves the right to use the easement area in any manner and for any purpose that does not interfere with Grantee's rights and its use of the easement area.
4. Upon Grantor's request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities. Grantor and Grantee agree to cooperate and work together to ensure these improvements will not interfere with Grantor's operation of its chemical manufacturing facility or with its use of the property on which the facility is located.
5. Grantee and Grantee Parties shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's property, all costs and expenses incurred by Grantee or Grantee Parties in connection with the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities.
6. Grantee and Grantee Parties shall carry out their activities in or about the Easements, and relating to the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances.
7. The Easements created herein do not convey any rights except as stated herein, nor do they prevent Grantor from the use of the real property within the easement areas so long as such use does not unreasonably interfere with the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities. The Easements created herein do not convey the right to use the Easements in a manner that would deny any right of Grantor to access property.
8. Grantee assumes the obligation, including all costs and expenses, to maintain and repair the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities and Easements as well as all areas used by Grantee or Grantee Parties for ingress and egress to and from the Easements. For the duration of the Easements, Grantee shall maintain the Easements substantially clean of all litter and trash. Promptly after construction of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities is complete, Grantee will restore any portions of the Easements disturbed by Grantee's activities to as near as practical its condition prior to use by Grantee.

9. Grantee and Grantee Parties shall maintain, at their own expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to Grantor, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in or about the easement area with a combined single limit of not less than \$5 million with respect to the Easements and Grantee's use therein. Grantor shall be named as an additional insured on these insurance policies. Prior to making any entry onto Grantor's property, Grantee and Grantee Parties shall furnish to Grantor: (a) a certificate of insurance evidencing the foregoing coverage and providing that such insurance policy may not be cancelled on less than sixty (60) days prior written notice to Grantor and (b) proof of payment of the insurance premium.

**FURTHERMORE**, Grantor and Grantee further acknowledge and agree as follows:

1. The Easements granted herein and the terms of this Agreement may not be terminated, modified or amended except upon a written instrument signed by both Grantor and Grantee.
2. The Easements granted herein and the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provision. Grantor and Grantee acknowledge that each party's obligations are performable within Galveston County, Texas and exclusive venue for all proceedings that may be instituted in connection with the Easements granted herein and the terms of this Agreement, and the parties' rights, obligations and liabilities hereunder, shall be in a court of competent jurisdiction located in Galveston County, Texas.
3. Grantor and Grantee each represent that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is a duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by and creates the binding and enforceable obligation of the party on whose behalf the representative is signing.
4. Each of the Parties to this Agreement agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.
5. Grantee may not assign or transfer this Agreement nor any of the Easements without Grantor's prior written consent thereto, such consent to not be unreasonably withheld, conditioned, or delayed; and any attempted assignment or transfer by Grantee without Grantor's consent shall be void. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, and shall last in perpetuity unless terminated as provided for herein, or canceled in writing by both parties or their respective successors, or assigns.
6. The Easements and all covenants, obligations, rights and restrictions set forth in this Agreement shall run with the land. Any transferee of all or any portion of the easement property shall automatically be deemed, by acceptance of the title to all or any portion of the easement property, to have assumed and accepted the Easements and this Agreement, including all covenants, obligations, rights and restrictions relating thereto.

*[Signatures contained on next page.]*



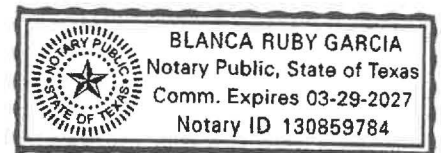
IN WITNESS WHEREOF, the parties have executed this Agreement as of this  
24 day of March 2025.

**GRANTOR:**

INEOS Acetyls Chemicals Texas City, Inc.  
By Its Authorized Representative

Andrew Venables  
Signature  
ANDREW VENABLES  
Printed Name  
SITE MANAGER  
Title

THE STATE OF TEXAS  
COUNTY OF GALVESTON



BEFORE ME, the undersigned authority on this day personally appeared ANDREW VENABLES to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 24 day of MARCH, 2025

Blanca Garcia  
Notary Public-State of TEXAS

**GRANTEE:**

County of Galveston, Texas

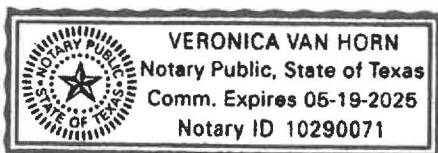
Mark Henry  
Name: Mark Henry  
Title: County Judge

THE STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Mark Henry to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 31<sup>st</sup> day of March 2025

Veronica Van Horn  
Notary Public-State of Texas



**EXHIBIT "A"**

**METES AND BOUNDS DESCRIPTION  
2,587 SQUARE FEET (0.059 of one ACRE)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
SYLVESTER BOWEN SURVEY, ABSTRACT NUMBER 24  
GALVESTON COUNTY, TEXAS  
February 15, 2025**

**ALL** that certain 2,587 square feet (0.059 of one acre) tract of land situated in the Monsanto Survey, Abstract Number 686, and the Sylvester Bowen Survey, Abstract Number 24, both in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700.350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the northeast corner of the herein described tract (N:13,708,079.94, E:3,276,404.24), and from which said NGS Mark "Moses" bears North 54 Degrees 33 Minutes 18 Seconds West, a distance of 28,038.51 feet;

**THENCE**, clockwise, the following six (6) courses:

- 1) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 31.67 feet to the southeast corner;
- 2) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 323.00 feet to the southwest corner;
- 3) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 3.50 feet to the lower northwest corner;
- 4) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 271.29 feet to an interior corner;
- 5) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 28.17 feet to the upper northwest corner;
- 6) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 51.71 feet to the **POINT OF BEGINNING** and containing 2,587 square feet (0.059 of one acre) of land.

A separate Exhibit of even date accompanies this metes and bounds description.



Michael Hoover, R.P.L.S.  
Texas Registration Number 5423



SYLVESTER BOWEN SURVEY  
ABSTRACT 24

NGS "MOSES"  
PID AW1623  
N:13,724,340.07  
E:3,253,562.03

INEOS ACETYL CHROMATICS  
TEXAS CITY INC.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°23'41" E	31.67'
L2	N 02°23'41" W	3.50'
L3	N 02°23'41" W	28.17'
L4	N 87°36'19" E	51.71'

POINT OF  
BEGINNING  
N:13,708,079.94  
E: 3,276,404.24

Flood Protection Levee Easement  
2,587 Sq. Ft./0.059 of one acre  
03-2025

N:13,708,038.95  
E:3,276,808.73

EXISTING TEMPORARY WORK EASEMENT  
(CF 2021066425 OPRGCT)  
EXISTING PILE TIP EASEMENT  
(CF 2021066425 OPRGCT)

S 66°23'54" W  
19,204.45'

NGS "60"  
PID AW5578  
N:13,700,350.00  
E:3,258,210.69

N 87°36'19" E 271.29'

APPROXIMATE  
SURVEY LINE

Existing  
Right-of-Way

MONSANTO SURVEY  
ABSTRACT 686  
(N HURD)

#### General Notes:

All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "60" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

The easement limits and geometry shown hereon are based upon information provided by the US Army Corp of Engineers.

This easement has been prepared without benefit of a current title report.

A separate metes and bounds description of even date accompanies this exhibit.



SEACOAST  
SURVEYORS  
409-684-6400

975 West Lazy Lane / Crystal Beach, Texas 77650  
Mailing: P.O. Box 2579/Crystal Beach Texas 77650  
Texas Firm Registration No.: 10194703  
www.seacoastsurveyors.com

#### EXHIBIT "A"

#### FLOOD PROTECTION LEVEE EASEMENT

(2,587 SQUARE FEET/  
0.059 OF ONE ACRE)  
INEOS ACETYL CHROMATICS  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS

SURVEY DATE:	02-15-2025
FILE No.:	0024-0001-0000-000
DRAFTING:	MH
JOB No.:	25-0005



**EXHIBIT "B-1"**

**METES AND BOUNDS DESCRIPTION  
831 SQUARE FEET (0.019 of one ACRE)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
GALVESTON COUNTY, TEXAS  
February 14, 2025**

**ALL** that certain 831 square feet (0.019 of one acre) tract of land situated in the Monsanto Survey, Abstract Number 686, in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700,350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the northeast corner of the herein described tract (N:13,708,079.94, E:3,276,404.24), and from which said NGS Mark "Moses" bears North 54 Degrees 33 Minutes 18 Seconds West, a distance of 28,038.51 feet;

**THENCE**, clockwise, the following four (4) courses:

- 1) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 16.07 feet to the southeast corner;
- 2) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 51.71 feet to the southwest corner;
- 3) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 16.07 feet to the northwest corner;
- 4) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 51.71 feet to the **POINT OF BEGINNING** and containing 831 square feet (0.019 of one acre) of land.

A separate Exhibit of even date accompanies this metes and bounds description.



Michael Hoover, R.P.L.S.  
Texas Registration Number 5423



SYLVESTER BOWEN SURVEY  
ABSTRACT 24

NGS "MOSES"  
PID AW1623  
N:13,724,340.07  
E:3,253,562.03

INEOS ACETYL CHROMIUMS TEXAS  
CITY INC.

N 54°33'16" W  
28,038.51'

A-24  
A-686

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°23'41" E	16.07'
L2	S 87°36'19" W	51.71'
L3	N 02°23'41" W	16.07'
L4	N 87°36'19" E	51.71'

POINT OF  
BEGINNING  
"B-1"

N:13,708,079.94  
E:3,276,404.24

PILE TIP EASEMENT "B-1"  
831 Sq. Ft./0.019 of one acre  
03-2025

N:13,708,038.95  
E:3,275,808.73

EXISTING TEMPORARY WORK EASEMENT  
(CF 2021066425 OPRGCT)

EXISTING PILE TIP EASEMENT  
(CF 2021066425 OPRGCT)

S 66°23'54" W  
19,204.45'

NGS "60"  
PID AW5578  
N:13,700,350.00  
E:3,258,210.69

APPROXIMATE  
SURVEY LINE

MONSANTO SURVEY  
ABSTRACT 686  
(N HURD)

Existing  
Right-of-Way

#### General Notes:

All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "60" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

The easement limits and geometry shown hereon are based upon information provided by the US Army Corp of Engineers.

This easement has been prepared without benefit of a current title report.

A separate metes and bounds description of even date accompany this exhibit.



SEACOAST  
SURVEYORS  
409-684-6400

975 West Lazy Lane / Crystal Beach, Texas 77650  
Mailing: P.O. Box 2579/Crystal Beach Texas 77650  
Texas Firm Registration No.: 10194703  
www.seacoastsurveyors.com

#### EXHIBIT "B-1"

PILE TIP EASEMENT "B-1"  
(831 SQUARE FEET/  
0.019 OF ONE ACRE)  
INEOS ACETYL CHROMIUMS  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS

SURVEY DATE:	02-14-2025
FILE No.:	0024-0001-0000-000
DRAFTING:	NH
JOB No.:	25-0005

**EXHIBIT "B-2"**

**METES AND BOUNDS DESCRIPTION  
4,879 SQUARE FEET (0.112 of one ACRE)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
SYLVESTER BOWEN SURVEY, ABSTRACT NUMBER 24  
GALVESTON COUNTY, TEXAS  
February 14, 2025**

**ALL** that certain 4,879 square feet (0.112 of one acre) tract of land situated in the Monsanto Survey, Abstract Number 686, and the Sylvester Bowen Survey, Abstract Number 24, both in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700,350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the southeast corner of the herein described tract (N:13,708,021.32; E:3,276,406.69);

**THENCE**, clockwise, the following four (4) courses:

- 1) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 323.12 feet to the southwest corner;
- 2) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 15.10 feet to the northwest corner, and from which said NGS Mark "Moses" bears North 54 Degrees 04 Minutes 33 Seconds West, a distance of 27,811.04 feet;
- 3) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 323.12 to the northeast corner;
- 4) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 15.10 feet to the **POINT OF BEGINNING** and containing 4,879 square feet (0.112 of one acre) of land.

A separate Exhibit of even date accompanies this metes and bounds description.



Michael Hoover, R.P.L.S.  
Texas Registration Number 5423





SYLVESTER BOWEN SURVEY  
ABSTRACT 24

NGS "MOSES"  
PID AW1623  
N:13,724,340.07  
E:3,253,562.03

INEOS ACETYL CHROMATICS TEXAS  
CITY INC.

N:13,708,038.95  
E:3,275,808.73

S 86°23'54" W  
19,204.45'

NGS "60"  
PID AW5578  
N:13,700,350.00  
E:3,258,210.69

EXISTING TEMPORARY WORK EASEMENT  
(CF 2021066425 OPRGCT)

EXISTING PILE TIP EASEMENT  
(CF 2021066425 OPRGCT)

PILE TIP EASEMENT "B-2"  
4,879 Sq. Ft./0.112 of one acre  
03-2025

APPROXIMATE  
SURVEY LINE

Existing  
Right-of-Way

POINT OF  
BEGINNING  
"B-2"  
N: 13,708,021.32  
E: 3,276,406.69

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°36'19" W	323.12'
L2	N 02°23'41" W	15.10'
L3	N 87°36'19" E	323.12'
L4	S 02°23'41" E	15.10'

MONSANTO SURVEY  
ABSTRACT 686  
(N HURD)

# General Notes:

All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "60" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

The easement limits and geometry shown hereon are based upon information provided by the US Army Corp of Engineers.

This easement has been prepared without benefit of a current title report.

A separate metes and bounds description of even date accompanies this exhibit.



SEACOAST  
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409-684-6400

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Texas Firm Registration No.: 10194703  
www.seacoastsurveyors.com

## EXHIBIT "B-2"

PILE TIP EASEMENT "B-2"  
(4,897 SQUARE FEET/  
0.112 OF ONE ACRE)  
INEOS ACETYL CHROMATICS  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS

SURVEY DATE: 02-14-2025  
FILE No.: 0024-0001-0000-000  
DRAFTING: MH  
JOB No.: 24-0005

**EXHIBIT "C"**

**METES AND BOUNDS DESCRIPTION  
1.932 ACRES (84,159 SQUARE FEET)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
SYLVESTER BOWEN SURVEY, ABSTRACT NUMBER 24  
GALVESTON COUNTY, TEXAS  
February 14, 2025**

**ALL** that certain 1.932 acre (84,159 square feet) tract of land situated in the Monsanto Survey, Abstract Number 686, and the Sylvester Bowen Survey, Abstract Number 24, both in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700,350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the northeast corner of the herein described tract (N:13,708,164.47, E:3,276,522.54), and from which said NGS Mark "Moses" bears North 54 Degrees 50 Minutes 08 Seconds West, a distance of 28,086.21 feet;

**THENCE**, clockwise, the following twenty (20) courses:

- 1) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 69.33 feet to an exterior corner;
- 2) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 39.22 feet to an interior corner;
- 3) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 13.01 feet to an exterior corner;
- 4) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 5.98 feet to an exterior corner;
- 5) South 41 Degrees 41 Minutes 57 Seconds West, a distance of 100.03 feet to an exterior corner;
- 6) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 503.40 feet to an interior corner;
- 7) South 45 Degrees 45 Minutes 37 Seconds West, a distance of 105.86 feet to an exterior corner;
- 8) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 21.78 feet to an exterior corner;
- 9) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 71.18 feet to an interior corner;
- 10) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 34.95 feet to an exterior corner;

1.932 Acres (84,159 square feet)  
Monsanto Survey, Abstract No. 686  
Sylvester Bowen Survey, Abstract No. 24  
Galveston County, Texas

- 11) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 90.55 feet to the lower northwest corner, and from which said NGS Mark "60" bears South 66 Degrees 16 Minutes 11 Seconds West, a distance of 19,183.29 feet;
- 12) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 206.15 feet to an interior corner;
- 13) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 79.45 feet to an exterior corner;
- 14) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 41.82 feet to an exterior corner;
- 15) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 79.45 feet to an interior corner;
- 16) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 177.28 feet to an interior corner;
- 17) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 13.00 feet to an exterior corner;
- 18) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 131.99 feet to an interior corner;
- 19) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 50.07 feet to an exterior corner;
- 20) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 196.56 feet to the **POINT OF BEGINNING** and containing 1.932 acres (84,159 square feet) of land.

A separate Exhibit of even date accompanies this metes and bounds description.

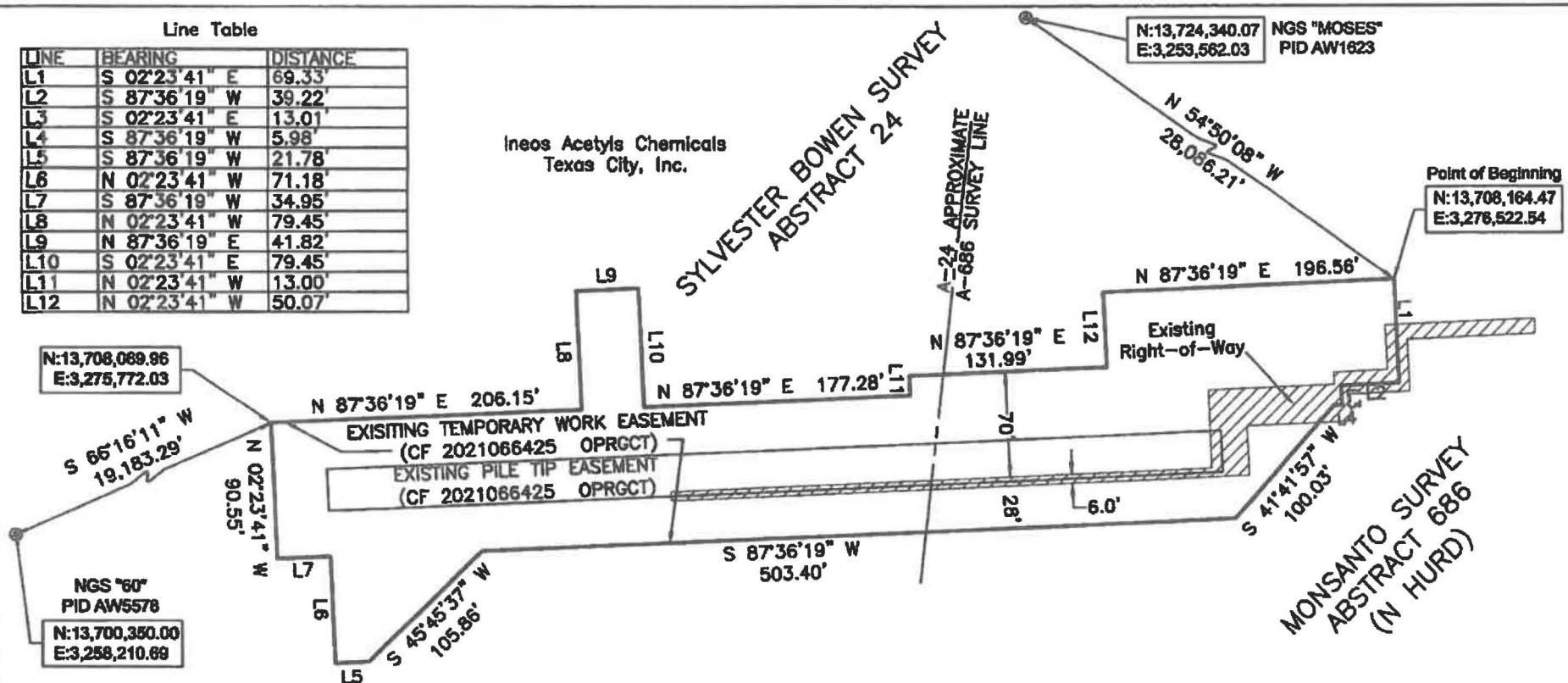


Michael Hoover, R.P.L.S.  
Texas Registration Number 5423



Line Table

LINE	BEARING	DISTANCE
L1	S 02°23'41" E	69.33'
L2	S 87°36'19" W	39.22'
L3	S 02°23'41" E	13.01'
L4	S 87°36'19" W	5.98'
L5	S 87°36'19" W	21.78'
L6	N 02°23'41" W	71.18'
L7	S 87°36'19" W	34.95'
L8	N 02°23'41" W	79.45'
L9	N 87°36'19" E	41.82'
L10	S 02°23'41" E	79.45'
L11	N 02°23'41" W	13.00'
L12	N 02°23'41" W	50.07'



## General Notes:

All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "60" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

The easement limits and geometry shown hereon are based upon information provided by the US Army Corp of Engineers.

This easement has been prepared without benefit of a current title report.

A separate metes and bounds description of even date accompanies this exhibit.



**SEACOAST  
SURVEYORS**  
409-684-6400

975 West Lazy Lane / Crystal Beach, Texas 77650  
Mailing: P.O. Box 2579 / Crystal Beach Texas 77650  
Texas Firm Registration No.: 10194703  
www.seacoastsurveyors.com

## EXHIBIT "C"

**TEMPORARY WORK  
EASEMENT**  
(1.932 ACRES/84,159 SQUARE FEET)  
**INEOS ACETYLs CHEMICALS**  
**CITY OF TEXAS CITY**  
**GALVESTON COUNTY TEXAS**

Revised 03-19-2025 to  
reflect new ownership.  
Geometry, Quantity, and  
location unchanged from  
original easement.

SURVEY DATE:	02-14-2025
FILE No.:	0024-0001-0000-000
DRAFTING:	MH
JOB No.:	25-0005

**CERTIFIED COPY  
GALVESTON COUNTY COMMISSIONERS' COURT**

**RE: AGENDA ITEM NO. 49**

Consideration of authorizing the County Judge to execute easement documents from INEOS Acetyls Chemicals Texas City, Inc. to Galveston County for repairs to the Texas City Hurricane Levee I-Wall submitted by the County Engineer

Motion to approve consent agenda items 1-71 by County Judge Henry, seconded by Commissioner Dugie.

Passed: 5-0

Aye: County Judge Henry, Commissioner Apffel, Commissioner Giusti, Commissioner Dugie and Commissioner Armstrong

Nay: (None)

Absent: (None)

**STATE OF TEXAS §**

**COUNTY OF GALVESTON §**

**I, Dwight D. Sullivan, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Galveston County, Texas, do hereby certify that the attached is a true and correct copy of that certain:**

**RE: AGENDA ITEM NO. 49**

as passed by the Commissioners' Court on the 31st day of March, 2025 Regular Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Galveston County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of April, A. D., 2025.**

DWIGHT D. SULLIVAN, Clerk County Court  
and Ex-Officio Member of the Commissioners'  
Court of Galveston County, Texas



By: Mae Ross Deputy  
Mae Ross



THE STATE OF TEXAS  
COUNTY OF GALVESTON

§  
§  
§

KNOWN ALL MEN BY THESE PRESENTS:

**TEXAS CITY AND VICINITY HURRICANE FLOOD  
PROTECTION PROJECT – I WALL EASEMENT**

THIS EASEMENT AND AGREEMENT (the "Agreement") is hereby entered into by and between INEOS Acetyls Chemicals Texas City, Inc., authorized to do business in the State of Texas ("INEOS" or "Grantor"), acting by and through its duly authorized officers, and the COUNTY OF GALVESTON, TEXAS, a political subdivision of the State of Texas ("Grantee"), acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of Galveston County, Texas.

**WITNESSETH**

**WHEREAS**, Grantee is in need of and has requested from Grantor a perpetual, non-exclusive easement to install, construct, maintain, repair, operate, and patrol a flood protection levee, floodwall, gate closure, and/or sandbag closure, including all appurtenances thereto (said flood protection improvements are referred to herein in as the "Texas City and Vicinity Hurricane Protection Project I-Wall Facilities"); reserving, however, to the Grantor, its successors and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements granted herein; subject, however, to any existing easements for, without limitation, roads and highways, utilities, railroads, seawall, levees and pipelines, if any; and

**WHEREAS**, Grantor is the owner of the hereinafter described tracts of land which may be used for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, and is willing to grant Grantee easements in said tracts for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities; and

**WHEREAS**, in order to induce Grantor to grant these easements, Grantee has represented to Grantor, and does hereby represent to Grantor, that the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities to be constructed in, on, over and across the property will be constructed and thereafter maintained in substantial accordance with the general design concept as indicated in the preliminary plans prepared by the office of the District Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas, and consisting of four exhibits marked as follows:

**Exhibit "A" - Flood Protection Levee Easement attached hereto**

**Exhibit "B-1" - Perpetual Underground Piling Easement attached hereto**

**Exhibit "B-2" Perpetual Underground Piling Easement attached hereto; and**

**Exhibit "C" - Temporary (Construction) Work Easement attached hereto.**

Hereafter, said Exhibits "A", "B-1", "B-2", and "C" are jointly being called the "Plan for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities", a copy of which Plan for the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities has been furnished to Grantor, receipt of which is acknowledged by the execution of this Agreement. Collectively, the Flood Protection Levee Easement, the Perpetual Underground Piling Easement, and the Temporary (Construction) Work Easement (each as defined below) shall be referred to as the "Easements".

**NOW THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantor paid by the Grantee herein named, including the mutual benefit to Grantor and Grantee resulting from the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, the receipt and sufficiency of which is



hereby acknowledged, Grantor does hereby grant, sell and convey unto the Grantee the following described Easements situated in Galveston County, Texas:

#### **FLOOD PROTECTION LEVEE EASEMENT**

A perpetual, non-exclusive easement in, on, over and across the land described in Exhibit "A" attached hereto, to construct, maintain, repair, operate, and patrol the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities (the "Flood Protection Levee Easement"); reserving, however, to the Grantor, their successors and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for, without limitation, roads and highways, utilities, railroads and pipelines, if any.

In connection with this grant and conveyance of the Flood Protection Levee Easement, Grantor, for itself, its successors and assigns, hereby covenants and agrees that before Grantor may alter, modify, relocate, repair, change or remove any of Grantor's existing improvements or facilities located in, on, or within the Flood Protection Levee Easement, or add facilities, Grantor will first notify Grantee of such impending work and arrange with Grantee for a procedure which will adequately preserve the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities. The aforesaid covenants, which run with the land, shall not operate to prevent or impede the immediate repair of any facilities in the easement area if such repair is required in order to protect life and property.

#### **PERPETUAL UNDERGROUND PILING EASEMENT**

A perpetual, non-exclusive easement and right-of-way in, under, on, over and across the land described in Exhibit "B-1" and Exhibit "B-2" attached hereto, to locate, construct, operate, maintain, alter, repair, and patrol the underground appurtenances for a flood control wall, including but not limited to steel or concrete pilings (the "Underground Piling Easement"); reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for, without limitation, roads and highways, utilities, railroads and pipelines, if any.

#### **TEMPORARY (CONSTRUCTION) WORK AREA EASEMENT**

A temporary non-exclusive easement and right-of-way in, on, over and across the land described in Exhibit "C" attached hereto, for a period not to exceed thirty (30) months commencing on Contractor Notice to Proceed on or about December 1, 2025, for use by the United States, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work, in all cases to the extent necessary and incident to the construction of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, and any other vegetation within the limits of the right-of-way (the "Temporary Work Area Easement"); reserving, however, to the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for, without limitation, roads and highways, utilities, railroads and pipelines, if any.

#### **NON-IMPAIRMENT**

Notwithstanding any reservation described herein, neither Grantor, its successors and assigns, nor any lessee or licensee of Grantor, may take possession of or make use of, for any purpose, or build upon, alter, deface, destroy, move, injure, or obstruct in any manner whatever that would impair the usefulness of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities constructed by Grantee as described in Exhibits "A", "B-1", "B-2", and "C".

**TO HAVE AND TO HOLD**, the rights, privileges and Easements herein granted unto Grantor, its successors and assign, and Grantor does hereby bind itself, its successors and assigns to **FOREVER WARRANT AND DEFEND** title to such rights, privileges and Easement in and to Grantee, against every person lawfully claiming or to claim the same or any part thereof.

**PROVIDED HOWEVER**, the Easements and rights granted herein are subject to and conditioned upon Grantee's strict adherence to the terms and conditions set forth in this Agreement, including:

1. Grantee will comply, and cause any of Grantee's employees, contractors, agents, representatives, successors and assigns (the "Grantee Parties") to comply, with all of Grantor's site safety and operating policies and procedures.
2. Grantee acknowledges that the Easements are situated within an active, operating chemical manufacturing facility. The facility's operations rely on certain equipment and infrastructure located within the easement areas, and this equipment cannot under any circumstance be removed, relocated or temporarily shut down. Grantor and Grantee agree that Grantee and Grantee Parties will not interfere with the operation of Grantor's equipment or infrastructure. Grantee shall not erect fences or otherwise restrict Grantor's access to the security gate at the SW corner of the temporary work easement. A minimum of single lane access along all existing roads shall be maintained, and unobstructed access to Grantor's Marine Docks and associated assets shall be maintained at all times.
3. Grantee also acknowledges that Grantor's chemical manufacturing facility receives and ships materials from an on-site marine facility. From time to time, Grantor may reasonably request that Grantee alter its work schedule to accommodate the operation of its marine facility. Grantor will use commercially reasonable efforts to minimize interruption to Grantee's work schedule. More generally, Grantee agrees not to interrupt or interfere with the operation of Grantor's chemical manufacturing facility. Grantor reserves the right to use the easement area in any manner and for any purpose that does not interfere with Grantee's rights and its use of the easement area.
4. Upon Grantor's request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities. Grantor and Grantee agree to cooperate and work together to ensure these improvements will not interfere with Grantor's operation of its chemical manufacturing facility or with its use of the property on which the facility is located.
5. Grantee and Grantee Parties shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's property, all costs and expenses incurred by Grantee or Grantee Parties in connection with the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities.
6. Grantee and Grantee Parties shall carry out their activities in or about the Easements, and relating to the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities, in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances.
7. The Easements created herein do not convey any rights except as stated herein, nor do they prevent Grantor from the use of the real property within the easement areas so long as such use does not unreasonably interfere with the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities. The Easements created herein do not convey the right to use the Easements in a manner that would deny any right of Grantor to access property.
8. Grantee assumes the obligation, including all costs and expenses, to maintain and repair the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities and Easements as well as all areas used by Grantee or Grantee Parties for ingress and egress to and from the Easements. For the duration of the Easements, Grantee shall maintain the Easements substantially clean of all litter and trash. Promptly after construction of the Texas City and Vicinity Hurricane Protection Project I-Wall Facilities is complete, Grantee will restore any portions of the Easements disturbed by Grantee's activities to as near as practical its condition prior to use by Grantee.

9. Grantee and Grantee Parties shall maintain, at their own expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to Grantor, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in or about the easement area with a combined single limit of not less than \$5 million with respect to the Easements and Grantee's use therein. Grantor shall be named as an additional insured on these insurance policies. Prior to making any entry onto Grantor's property, Grantee and Grantee Parties shall furnish to Grantor: (a) a certificate of insurance evidencing the foregoing coverage and providing that such insurance policy may not be cancelled on less than sixty (60) days prior written notice to Grantor and (b) proof of payment of the insurance premium.

**FURTHERMORE**, Grantor and Grantee further acknowledge and agree as follows:

1. The Easements granted herein and the terms of this Agreement may not be terminated, modified or amended except upon a written instrument signed by both Grantor and Grantee.
2. The Easements granted herein and the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provision. Grantor and Grantee acknowledge that each party's obligations are performable within Galveston County, Texas and exclusive venue for all proceedings that may be instituted in connection with the Easements granted herein and the terms of this Agreement, and the parties' rights, obligations and liabilities hereunder, shall be in a court of competent jurisdiction located in Galveston County, Texas.
3. Grantor and Grantee each represent that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is a duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by and creates the binding and enforceable obligation of the party on whose behalf the representative is signing.
4. Each of the Parties to this Agreement agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.
5. Grantee may not assign or transfer this Agreement nor any of the Easements without Grantor's prior written consent thereto, such consent to not be unreasonably withheld, conditioned, or delayed; and any attempted assignment or transfer by Grantee without Grantor's consent shall be void. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, and shall last in perpetuity unless terminated as provided for herein, or canceled in writing by both parties or their respective successors, or assigns.
6. The Easements and all covenants, obligations, rights and restrictions set forth in this Agreement shall run with the land. Any transferee of all or any portion of the easement property shall automatically be deemed, by acceptance of the title to all or any portion of the easement property, to have assumed and accepted the Easements and this Agreement, including all covenants, obligations, rights and restrictions relating thereto.

*[Signatures contained on next page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of this  
24 day of March 2025.

**GRANTOR:**

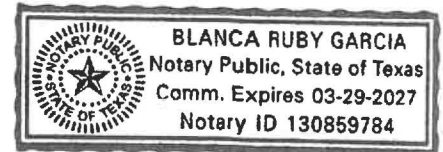
INEOS Acetyls Chemicals Texas City, Inc.  
By Its Authorized Representative

Andrew Venables  
Signature

ANDREW VENABLES  
Printed Name

SITE MANAGER  
Title

THE STATE OF TEXAS  
COUNTY OF GALVESTON



BEFORE ME, the undersigned authority on this day personally appeared ANDREW VENABLES to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 24 day of MARCH, 2025

Blanca Garcia  
Notary Public-State of TEXAS

**GRANTEE:**

County of Galveston, Texas

Mark Henry  
Name: Mark Henry  
Title: County Judge

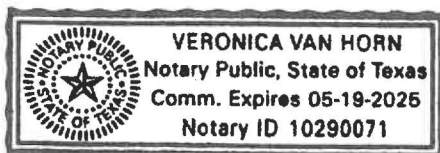
THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority on this day personally appeared Mark Henry to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 31<sup>st</sup> day of March, 2025

Veronica Van Horn  
Notary Public-State of Texas



**EXHIBIT "A"**

**METES AND BOUNDS DESCRIPTION  
2,587 SQUARE FEET (0.059 of one ACRE)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
SYLVESTER BOWEN SURVEY, ABSTRACT NUMBER 24  
GALVESTON COUNTY, TEXAS  
February 15, 2025**

**ALL** that certain 2,587 square feet (0.059 of one acre) tract of land situated in the Monsanto Survey, Abstract Number 686, and the Sylvester Bowen Survey, Abstract Number 24, both in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700,350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the northeast corner of the herein described tract (N:13,708,079.94, E:3,276,404.24), and from which said NGS Mark "Moses" bears North 54 Degrees 33 Minutes 18 Seconds West, a distance of 28,038.51 feet;

**THENCE**, clockwise, the following six (6) courses:

- 1) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 31.67 feet to the southeast corner;
- 2) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 323.00 feet to the southwest corner;
- 3) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 3.50 feet to the lower northwest corner;
- 4) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 271.29 feet to an interior corner;
- 5) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 28.17 feet to the upper northwest corner;
- 6) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 51.71 feet to the **POINT OF BEGINNING** and containing 2,587 square feet (0.059 of one acre) of land.

A separate Exhibit of even date accompanies this metes and bounds description.



Michael Hoover, R.P.L.S.  
Texas Registration Number 5423



SYLVESTER BOWEN SURVEY  
ABSTRACT 24

NGS "MOSES"  
PID AW1623  
N:13,724,340.07  
E:3,253,562.03

INEOS ACETYL CHROMOLS  
TEXAS CITY INC.

N 54°33'18" W  
28,038.51'

A-24  
A-686

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°23'41" E	31.67'
L2	N 02°23'41" W	3.50'
L3	N 02°23'41" W	28.17'
L4	N 87°36'19" E	51.71'

POINT OF  
BEGINNING  
N:13,708,079.94  
E: 3,276,404.24

Flood Protection Levee Easement  
2,587 Sq. Ft./0.059 of one acre  
03-2025

N:13,708,038.95  
E:3,276,808.73

EXISTING TEMPORARY WORK EASEMENT  
(CF 2021066425 OPRGCT)  
EXISTING PILE TIP EASEMENT  
(CF 2021066425 OPRGCT)

S 86°23'54" W  
19,204.45'

NGS "60"  
PID AW5578  
N:13,700,350.00  
E:3,258,210.69

N 87°36'19" E 271.29'  
S 87°36'19" W 39.11'

Existing  
Right-of-Way

MONSANTO SURVEY  
ABSTRACT 686  
(N HURD)

APPROXIMATE  
SURVEY LINE

# General Notes:

All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "60" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

The easement limits and geometry shown hereon are based upon information provided by the US Army Corp of Engineers.

This easement has been prepared without benefit of a current title report.

A separate metes and bounds description of even date accompanies this exhibit.



SEACOAST  
SURVEYORS  
409-684-6400

975 West Lazy Lane / Crystal Beach, Texas 77650  
Mailing: P.O. Box 2579/Crystal Beach Texas 77650  
Texas Firm Registration No.: 10194703  
www.seacoastsurveyors.com

## EXHIBIT "A"

FLOOD PROTECTION  
LEVEE EASEMENT

(2,587 SQUARE FEET/  
0.059 OF ONE ACRE)  
INEOS ACETYL CHROMOLS  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS

SURVEY DATE: 02-15-2025  
FILE No.: 0024-0001-0000-000  
DRAFTING: MH  
JOB No.: 25-0005



**EXHIBIT "B-1"**

**METES AND BOUNDS DESCRIPTION  
831 SQUARE FEET (0.019 of one ACRE)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
GALVESTON COUNTY, TEXAS  
February 14, 2025**

**ALL** that certain 831 square feet (0.019 of one acre) tract of land situated in the Monsanto Survey, Abstract Number 686, in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700,350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the northeast corner of the herein described tract (N:13,708,079.94, E:3,276,404.24), and from which said NGS Mark "Moses" bears North 54 Degrees 33 Minutes 18 Seconds West, a distance of 28,038.51 feet;

**THENCE**, clockwise, the following four (4) courses:

- 1) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 16.07 feet to the southeast corner;
- 2) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 51.71 feet to the southwest corner;
- 3) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 16.07 feet to the northwest corner;
- 4) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 51.71 feet to the **POINT OF BEGINNING** and containing 831 square feet (0.019 of one acre) of land.

A separate Exhibit of even date accompanies this metes and bounds description.



Michael Hoover, R.P.L.S.  
Texas Registration Number 5423



SYLVESTER BOWEN SURVEY  
ABSTRACT 24

NGS "MOSES"  
PID AW1623

N:13,724,340.07  
E:3,253,562.03

INEOS ACETYL CHROMATICS TEXAS  
CITY INC.

N 54°33'18" W  
28,038.51'

A-24  
A-666

# LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°23'41" E	16.07'
L2	S 87°36'19" W	51.71'
L3	N 02°23'41" W	16.07'
L4	N 87°36'19" E	51.71'

POINT OF  
BEGINNING  
"B-1"

N:13,708,079.84  
E:3,276,404.24

PILE TIP EASEMENT "B-1"  
831 Sq. Ft./0.019 of one acre  
03-2025

EXISTING TEMPORARY WORK EASEMENT  
(CF 2021066425 OPRGCT)

EXISTING PILE TIP EASEMENT  
(CF 2021066425 OPRGCT)

N:13,708,038.95  
E:3,275,808.73

S 66°23'54" W  
19,204.45'

NGS "80"  
PID AW5578

N:13,700,350.00  
E:3,258,210.89

APPROXIMATE  
SURVEY LINE

MONSANTO SURVEY  
ABSTRACT 686  
(N HURD)

Existing  
Right-of-Way

## General Notes:

All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "80" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.89), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

The easement limits and geometry shown hereon are based upon information provided by the US Army Corp of Engineers.

This easement has been prepared without benefit of a current title report.

A separate metes and bounds description of even date accompany this exhibit.



SEACOAST  
SURVEYORS

409-684-6400

975 West Lazy Lane / Crystal Beach, Texas 77650  
Mailing: P.O. Box 2579/Crystal Beach Texas 77650  
Texas Firm Registration No.: 10194703  
www.seacoastsurveyors.com

## EXHIBIT "B-1"

PILE TIP EASEMENT "B-1"  
(831 SQUARE FEET/  
0.019 OF ONE ACRE)  
INEOS ACETYL CHROMATICS  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS

SURVEY DATE: 02-14-2023  
FILE No.: 0024-0001-0000-000  
DRAFTING: MJD  
JOB No.: 25-0003

**EXHIBIT "B-2"**

**METES AND BOUNDS DESCRIPTION  
4,879 SQUARE FEET (0.112 of one ACRE)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
SYLVESTER BOWEN SURVEY, ABSTRACT NUMBER 24  
GALVESTON COUNTY, TEXAS  
February 14, 2025**

**ALL** that certain 4,879 square feet (0.112 of one acre) tract of land situated in the Monsanto Survey, Abstract Number 686, and the Sylvester Bowen Survey, Abstract Number 24, both in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700,350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the southeast corner of the herein described tract (N:13,708,021.32, E:3,276,406.69);

**THENCE**, clockwise, the following four (4) courses:

- 1) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 323.12 feet to the southwest corner;
- 2) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 15.10 feet to the northwest corner, and from which said NGS Mark "Moses" bears North 54 Degrees 04 Minutes 33 Seconds West, a distance of 27,811.04 feet;
- 3) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 323.12 to the northeast corner;
- 4) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 15.10 feet to the **POINT OF BEGINNING** and containing 4,879 square feet (0.112 of one acre) of land.

A separate Exhibit of even date accompanies this metes and bounds description.



Michael Hoover, R.P.L.S.  
Texas Registration Number 5423



SYLVESTER BOWEN SURVEY  
ABSTRACT 24

NGS "MOSES"  
PID AW1623  
N:13,724,340.07  
E:3,253,562.03

INEOS ACETYL CHROMOLS TEXAS  
CITY INC.

N:13,708,038.95  
E:3,276,808.73

S 66°23'54" W  
19,204.45'

NGS "80"  
PID AW5578  
N:13,700,350.00  
E:3,258,210.69

EXISTING TEMPORARY WORK EASEMENT  
(CF 2021066425 OPRGCT)

EXISTING PILE TIP EASEMENT  
(CF 2021066425 OPRGCT)

PILE TIP EASEMENT "B-2"  
4,879 Sq. Ft./0.112 of one acre  
03-2025

APPROXIMATE  
SURVEY LINE

Existing  
Right-of-Way

POINT OF  
BEGINNING  
"B-2"  
N: 13,708,021.32  
E: 3,276,406.69

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°36'19" W	323.12'
L2	N 02°23'41" W	15.10'
L3	N 87°36'19" E	323.12'
L4	S 02°23'41" E	15.10'

MONSANTO SURVEY  
ABSTRACT 686  
(N HURD)

# General Notes:

All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "80" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

The easement limits and geometry shown hereon are based upon information provided by the US Army Corp of Engineers.

This easement has been prepared without benefit of a current title report.

A separate metes and bounds description of even date accompanies this exhibit.



SEACOAST  
SURVEYORS  
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www.seacoastsurveyors.com

## EXHIBIT "B-2"

PILE TIP EASEMENT "B-2"  
(4,897 SQUARE FEET/  
0.112 OF ONE ACRE)  
INEOS ACETYL CHROMOLS  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS

SURVEY DATE: 02-14-2025  
FILE No.: 0024-0001-0000-000  
DRAFTING: MH  
JOB No.: 25-0003

**EXHIBIT "C"**

**METES AND BOUNDS DESCRIPTION  
1.932 ACRES (84,159 SQUARE FEET)  
MONSANTO SURVEY, ABSTRACT NUMBER 686  
SYLVESTER BOWEN SURVEY, ABSTRACT NUMBER 24  
GALVESTON COUNTY, TEXAS  
February 14, 2025**

**ALL** that certain 1.932 acre (84,159 square feet) tract of land situated in the Monsanto Survey, Abstract Number 686, and the Sylvester Bowen Survey, Abstract Number 24, both in Galveston County, Texas, and being out of and a part of property owned by Ineos Acetyls Chemicals Texas City, Inc. (GCAD Account Number 169300, no deed found or provided), and, for reference, is referenced to and associated with that certain "Easement and Subordination of Rights" of record at Volume 2169, Page 464, and that certain "Easement and Agreement" of record at Volume 2239, Page 211, both of the Galveston County Deed Records (G.C.D.R.), and being more particularly described by metes and bounds as follows: (all bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "60" (PID AW5578) (N:13,700,350.00; E:3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N:13,724,340.07; E:3,253,562.03);

**BEGINNING** at the northeast corner of the herein described tract (N:13,708,164.47, E:3,276,522.54), and from which said NGS Mark "Moses" bears North 54 Degrees 50 Minutes 08 Seconds West, a distance of 28,086.21 feet;

**THENCE**, clockwise, the following twenty (20) courses:

- 1) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 69.33 feet to an exterior corner;
- 2) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 39.22 feet to an interior corner;
- 3) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 13.01 feet to an exterior corner;
- 4) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 5.98 feet to an exterior corner;
- 5) South 41 Degrees 41 Minutes 57 Seconds West, a distance of 100.03 feet to an exterior corner;
- 6) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 503.40 feet to an interior corner;
- 7) South 45 Degrees 45 Minutes 37 Seconds West, a distance of 105.86 feet to an exterior corner;
- 8) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 21.78 feet to an exterior corner;
- 9) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 71.18 feet to an interior corner;
- 10) South 87 Degrees 36 Minutes 19 Seconds West, a distance of 34.95 feet to an exterior corner;

1.932 Acres (84,159 square feet)  
Monsanto Survey, Abstract No. 686  
Sylvester Bowen Survey, Abstract No. 24  
Galveston County, Texas

- 11) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 90.55 feet to the lower northwest corner, and from which said NGS Mark "60" bears South 66 Degrees 16 Minutes 11 Seconds West, a distance of 19,183.29 feet;
- 12) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 206.15 feet to an interior corner;
- 13) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 79.45 feet to an exterior corner;
- 14) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 41.82 feet to an exterior corner;
- 15) South 02 Degrees 23 Minutes 41 Seconds East, a distance of 79.45 feet to an interior corner;
- 16) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 177.28 feet to an interior corner;
- 17) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 13.00 feet to an exterior corner;
- 18) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 131.99 feet to an interior corner;
- 19) North 02 Degrees 23 Minutes 41 Seconds West, a distance of 50.07 feet to an exterior corner;
- 20) North 87 Degrees 36 Minutes 19 Seconds East, a distance of 196.56 feet to the **POINT OF BEGINNING** and containing 1.932 acres (84,159 square feet) of land.

A separate Exhibit of even date accompanies this metes and bounds description.

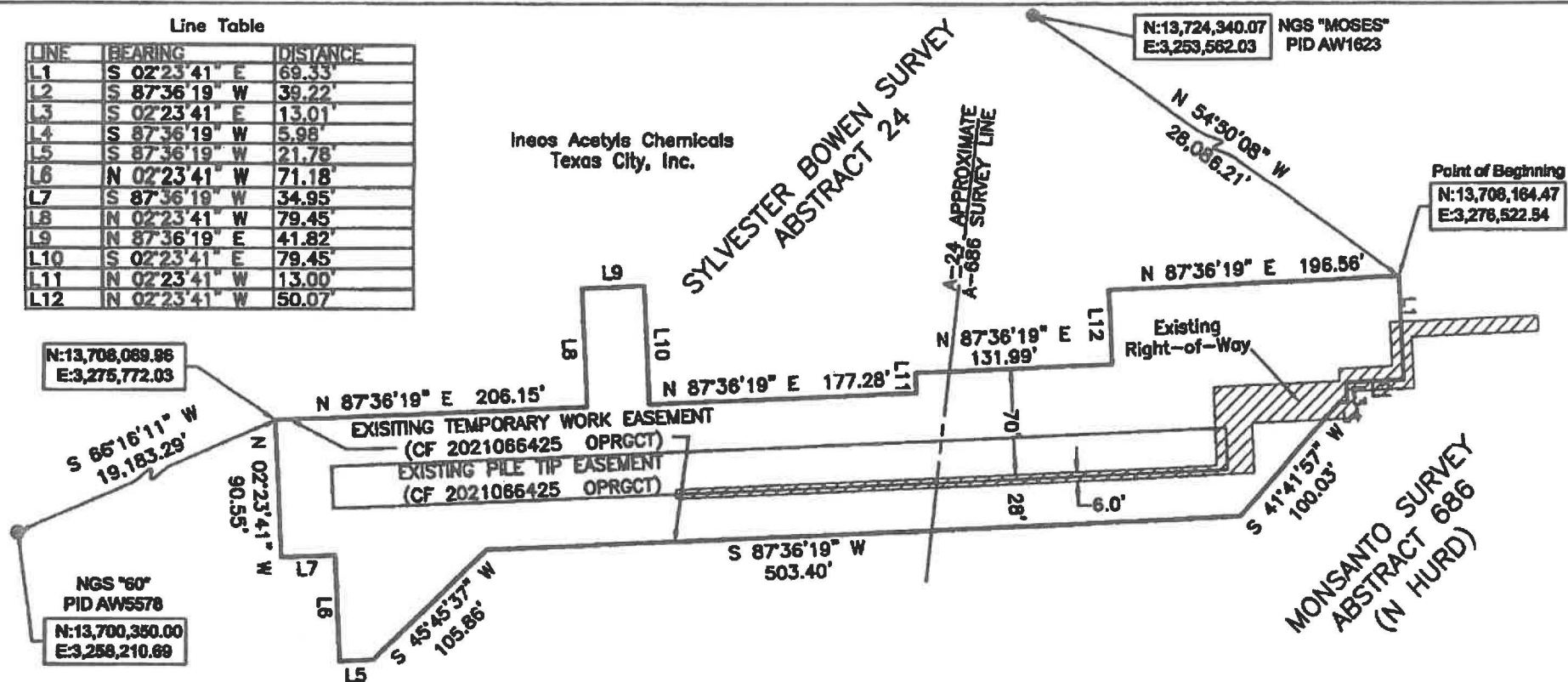


Michael Hoover, R.P.L.S.  
Texas Registration Number 5423





LINE	BEARING	DISTANCE
L1	S 02°23'41" E	69.33'
L2	S 87°36'19" W	39.22'
L3	S 02°23'41" E	13.01'
L4	S 87°36'19" W	5.98'
L5	S 87°36'19" W	21.78'
L6	N 02°23'41" W	71.18'
L7	S 87°36'19" W	34.95'
L8	N 02°23'41" W	79.45'
L9	N 87°36'19" E	41.82'
L10	S 02°23'41" E	79.45'
L11	N 02°23'41" W	13.00'
L12	N 02°23'41" W	50.07'



All bearings, coordinates and distances shown hereon are based upon the Texas Coordinate System of 1983 and are tied to NGS Mark "60" (PID AW5578) (N: 13,700,350.00; E: 3,258,210.69), and NGS Mark "Moses" (PID AW1623) (N: 13,724,340.07; E: 3,253,562.03). Average Combined Scale Factor: 0.999863721200.

**This easement has been prepared without benefit of a current title report.**

A separate metes and bounds description of even date accompanies this exhibit.



**SEACOAST  
SURVEYORS**  
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**TEMPORARY WORK  
EASEMENT  
(1.932 ACRES/84,159 SQUARE FEET)  
INEOS ACETYL CHEMICALS  
CITY OF TEXAS CITY  
GALVESTON COUNTY TEXAS**

Revised 03-19-2025 to  
reflect new ownership.  
Geometry, Quantity, and  
location unchanged from  
original easement.

SURVEY DATE:	02-14-2022
FILE No.:	0024-0001-0000-0000
DRAFTING:	MI
JOB No.:	25-0005

## FILED AND RECORDED

Instrument Number: 2025014733

Recording Fee: 0.00

Number Of Pages: 16

Filing and Recording Date: 04/01/2025 11:46AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink, reading "Dwight D. Sullivan". The signature is fluid and cursive, with a large, sweeping flourish at the end.

**Dwight D. Sullivan**, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*